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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, ~~1903~~ 1905.

No. ~~22~~ 22.

CORKRAN OIL AND DEVELOPMENT COMPANY,
PLAINTIFF IN ERROR,

vs.

LAURENT ARNAUDET, ARTHUR LATREILLE, EUGENE HOUSSIERE, ET AL.

IN ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

FILED MAY 9, 1904.

(19,340.)

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LAURENT ARNAUDET, ARTHUR LATREILLE, EUGENE HOUSSIERE, ET AL.

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a UNITED STATES OF AMERICA:

Supreme Court of the State of Louisiana.

CORKRAN OIL AND DEVELOPMENT COMPANY
versus
LAURENT ARNAUDENT, ARTHUR LATREILLE, ET ALS. } No. 14593.

Kenneth Baillio, Story & Pugh, and E. B. Dubuisson, for plaintiffs.

D. Caffery & Son, J. Sully Martel, for L. Arnaudet, Arthur Latreille, Eugene Houssiere and Wm. M. Fitzhugh, for defendants.

P. J. Chappuis, G. L. Dupre, for S. A. Spencer & Co., defendants.

Foster, Milling, Godchaux & Sanders, for the Pririe Mamou Oil & Mineral Company, Limited, defendant.

Lewis & Smith, for Crowley Oil & Mineral Company, defendant.

J. E. Barry, for L. Stephens, J. G. Dyer, and W. R. Keever, defendants.

Robert Montgomery, for S. M. Scott and J. C. Beatty, defendants.

Martin, Voorhies & Martin, for Dr. F. Rene Martin, defendants.

Transcript of Record.

1 Transcript of appeal taken in the case entitled "The Corkran Oil & Development Company *vs.* Laurent Arnoudet *et als.*, No. 1405, eighteenth judicial district court in and for the parish of Acadia, State of Louisiana."

No. L. Original Petition. Filed December 6th, 1901. Marked P. L.

Eighteenth Judicial District Court in and for the parish of Acadia, State of Louisiana.

The petition of the Corkran Oil & Development Company, a corporation organized under and by virtue of the laws of the State of Louisiana, and domiciliated at Crowley, parish of Acadia, State of Louisiana, and suing herein by due authority: respectfully represents:—

That it is the owner of the following described property, situated in the parish of Acadia, State of Louisiana, to-wit:—"section forty-seven (47), township nine (9), south of range two (2) west, Louisiana meridian, containing five hundred and eighty 90/100 (580 90/100) acres, more or less."

That said land was claimed by Anthony Corkran (otherwise spelt "Cockran") during his lifetime, and after his death was claimed by his heirs and legal representatives hereinafter mentioned, and said

claim known as the "Corkran grant" was finally confirmed to the heirs and legal representatives of said Anthony Corkran by private act of Congress entitled "An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana," approved Feb'y 10th, 1897, and in pursuance to which said private act of Congress a patent was thereafter issued to the said heirs and legal representatives of the said Anthony Corkran, of date —— —, and which said patent, or a copy
2 thereof, will be duly produced on the trial hereof.

Petitioner avers that it acquired title to and ownership of the aforedescribed property in the following manner, to-wit, that is to say:—

Firstly. From Willis M. Vincent, Joseph Vincent, George Wryles, Lee L. Vincent, Hesther Ann Nicholls, wife of David Baggett, Jacob Nicholls, James Nichols, Elizabeth Nichols, widow of Eli Royer, Octavia Vincent, wife of Berry Cooley, Sarah Shuff, wife of Pierre Guillory, Annie Louisa Shuff, wife of Treville Deshotels, Malinda Shuff, wife of Absolom Reed, Katie McDaniel, wife of James C. Nash, George W. Corkran, Achille C. Vidrine, Eliza M. Glaze, wife of Frederick W. Lutz, Laura Bundick, wife of Isaac Reeves, Theodore Bundick, Emilie McDaniel, widow of Philip Leandre Fontenot, Melinda Bundick, widow of Clinton Shuff, Laura Cole, widow of Adam Chaumont, Louisa Cole, wife of John J. Simon, Marie Pauline Amel, wife of James Guillory, Anthony Corkran, George Corkran, Lewis Corkran, Bertha Corkran, Pearl Corkran, Burt Corkran, Virgie Corkran, Calvin Corkran, Andrew J. Thompson, Sophie Doucet, wife of Alexander Deville, Louis Doucet, Sarah Doucet, wife of John F. Shaw, Theresa Doucet, Robert Doucet, Pierre Doucet, Lise Doucet, wife of Frank Doucet, Martin Doucet, Martin Vidrine, Octavie Vidrine, wife of Emor Vidrine, Ormplene Vidrine, wife of Marcelin Ardoin, Otey S. Prosser, William P. Glaze, Chas. West, Zachariah G. Foret, Charles Teal, Sarah Teal, widow of Eli Nash, Charles Lutz, James Chenier, Melissa Bundick, widow of Belizaire Marcantel, Margaret Bundick, wife of Eli Shuff, Frank Guillory, Sarah Guillory, widow of Martin West, James O'Quin, John L. O'Quin, Charles O'Quin, Robert O'Quin, Lucinda Lewis, wife of James Baldridge, James H. Lewis, Misso Lewis, widow of Leon Campbell, Lorenzo Dow Lewis, Izelia Lewis, wife of Thomas Kelley, William H. Lewis, Sarah Reed, wife of Leroy McNicoll, Eli Nichols, William W. Hanchette, Robert McDaniel, Winsor S. Row, Jennie Lynne Row, widow by first marriage of Nathaniel Parks and by second marriage of R. C. Chapman, Rachel Chandler, wife of William Meyers, Bridget W. Row, wife of Wil-
3 liam T. Long, William C. Teal, Kimber L. Vincent, Ida Vincent, William Shuff, William Bundick, Mary Stanley, wife of John Eaves, Lewis M. Nichols, Martha Reew, widow of John Corkran now wife of Jacob M. Cole, Lucinda Nichols, wife of William McCloud, Irene Berza, Zachariah Glaze, Alice D. Nichols, wife of H. E. Goldman, William Massey, Israel Perkins, Olive Perkins,

wife of Lafayette Hatch, Willis Perkins, Mary Cordelia Perkins, wife of William West, Amanda Perkins, widow of William Sweat, William Perkins, James Coles, Osma McDaniel; said heirs residing respectively in St. Landry, Calcasieu, Vernon and Rapides parishes, saving Zachariah Glaze, who resides in De Soto parish; William C. Teal and William Bundick who reside in Acadia parish; Irene Berza, who resides in Gonzales county, State of Texas, and William Massey who resides in Polk county, Texas.

That your petitioner acquired the rights, titles and interest of the aforesaid heirs in and to the property aforedescribed by act of sale of date November 11th, 1901 from Alfred Pavy as per act No. 17452 of recorder's files of Acadia parish and duly recorded in said parish in recorder's office on November 12th, 1901; said Alfred Pavy having acquired the rights, titles and interest of said heirs by and through acts Nos. 17410 and 17360 of recorder's files of Acadia parish and duly recorded in said parish by acts of sale from J. R. Pavy and Pierre J. Pavy, special agents and attorneys in fact of said heirs as per full and legal powers of attorney duly recorded in Acadia parish.

Secondly. From the following heirs and legal representatives of said Anthony Corkran, to-wit; Sarah J. McDaniel, wife of Gilbert Baillio, McIntyre M. West, Martin Van Buren West, Rachel West, wife of Warren Elliot Andrew West, Letha N. West, wife of W. A. Goodwin Carrie E. Lutz, wife of Jackson Lewis, Jackson Lewis, Frederick L. Lutz, Aliene E. Lutz, wife of Marshall West, James Z. West, Florence Orphelia Lutz and George W. Reed, by act of sale of date November 12th, 1901, being act No. 17453 of recorder's files, parish of Acadia, in which act said heir last named was rep-
4 resented by Pierre J. Pavy, his special agent and attorney in fact and the other named heirs by William W. Duson, their special agent and attorney in fact as per full and legal powers of attorney, duly recorded in Acadia parish, said heirs all residing in St. Landry parish, excepting George W. Reed and Mrs. Gilbert Baillio, who reside in Acadia parish.

Thirdly. From the following heirs and legal representatives of said Anthony Corkran, to-wit:—Elisha Attaway, Melina Shuff, wife of Absolom Reed, Achille West and C. B. West of St. Landry parish, Louisiana, by act of sale of date November 13th, 1901, as per act No. 17456 of recorder's files of Acadia parish, said heirs being represented in said sale by Pierre J. Pavy, their special agent and attorney, as per full and legal powers of attorney, duly recorded in the above parish.

Fourthly. From the following heirs and legal representatives of said Anthony Corkran, to-wit:—Ducoudre Ledoux, Martin Lewis, William B. Lewis, Elizabeth Reed, wife of Henry Jones of St. Landry parish, Louisiana: Elucia Ledoux, wife of Louis Prudhomme, Sarah Nighton, widow of William H. Holt of Rapides parish; Martin W. Bundick, Wilbur B. Canion and Arthur Berza, of Gonzales county Texas; Jesse J. Canion wife of Thomas J. Brantley of De Witt

county Texas; Martin M. Vincent of Calcasieu parish, Louisiana; Margaret Nichols, widow of Mathew M. Massey of Tyler county, Texas: Emma Massey, wife of Samuel G. Payne of Polk county, Texas; Joseph Cropper of Acadia parish, Louisiana, and Henry E. Thompson of Montague county, Texas: by act of sale of date November 30th, 1901, being act No. 17538 of recorder's files of Acadia parish, duly recorded in said parish; said heirs being represented in said sale by Pierre J. Pavy of Acadia parish, their special agent and attorney in fact as per full and legal powers of attorney duly recorded in the above parish.

Fifthly. From Eliza J. Bundick, wife of Milton M. Abernathy of Atascosa county, Texas; as per act of sale of date November 30th, 1901, duly recorded in the above parish, said heirs being represented therein by Pierre J. Pavy, her special agent and attorney in fact as per full and legal power of attorney, duly recorded in above parish.

Sixthly. From Milton Berza, Janes Berza, Charles Berza and Guy Berza of Goliad county, Texas, by act of sale of date December 4th 1901, and duly recorded in Acadia parish, being represented by P. J. Pavy, their special agent and attorney in fact, as per full and legal powers of attorney; duly recorded in above parish; and also from Silas West of Leon county, Texas, by act dated December 4th, 1901, duly recorded in Acadia parish, being represented by P. J. Pavy, his special agent and attorney in fact, as per full and legal powers of attorney duly recorded in the above parish.

The said Anthony Corkran was legally married to Margaret Watson, and the below named heirs are the children and issue of the said marriage; that said Anthony Corkran died on or about the year 1819, and his succession was duly opened in —— St. Landry parish, where he resided and where the above property was situated at that time. That his said wife died some years after said date and the following children survived them, and both dying intestate inherited their property and estate by law, including the land hereinabove described. That the surviving children of said Anthony Corkran and Margaret Watson were the following viz: John Corkran, Sarah Corkran, Catherine Corkran, Elizabeth Corkran, Bridget Corkran and Mary Corkran.

(1.) Said John Corkran was married to Martha, otherwise called Patsey Martin, who died intestate, leaving as issue of their said marriage, their said children and descendants including the present heirs, all of whom are named and detailed in the memorandum annexed to this petition and marked "Exhibit A" and specially referred to.

(2.) Said Sarah Corkran above named was married three times, first to William Bundick, second to Cæsar Hanchette and third to Alexander Goyer, there was no issue of said last marriage; that the issue and descendants of said issue of the first two marriages are correctly named and detailed in the memorandum hereto annexed, marked "Exhibit B" and specially referred to.

6 (3.) Said Catherine Corkran above named was married to John McDaniel, Senior, who died intestate, leaving as heirs and descendents of such heirs, the persons named and detailed in the memorandum annexed herewith and marked " Exhibit C " and specially referred to.

(4.) Said Elizabeth Corkran, above named, was married twice, first, to John McDaniel, Junior and second to —— Nighton who died intestate, leaving as heirs and descendants of such heirs, the persons named and detailed in the memorandum herewith annexed and marked Exhibit " D " and specially referred to.

(5.) Said Bridget Corkran, above named, was married to Andrew Row who died intestate, leaving as heirs and decendants of such heirs the persons named and detailed in the memorandum hereto annexed and marked Exhibit " E " and specially referred to.

(6.) Said Mary Corkran, above named was married to Nathaniel West, who died intestate and leaving as her heirs and descendants of such heirs the persons named and detailed in the memorandum herewith annexed and marked Exhibit " F " and specially referred to.

That the aforesaid exhibits disclose the names of the present living heirs and descendants of the aforosaid Anthony Corkran and Margaret Watson, his wife, who in their capacity as such heirs and legal representatives were legally entitled to and owned in indivision, the aforesaid described tract of land in their capacity of grandchildren, great grandchildren, great great grandchildren, and great great and great grandchildren of said Anthony Corkran and wife that their several and respective relationships to said Anthony Corkran and their legal order of succession are *are* detailed and specified in the aforesaid exhibits, which, for convenience of reference, are annexed hereto ; that said James Teal, mentioned in Exhibit "A" died without issue, leaving a last will and testament instituting his then wife, Marie Pauline Amel, now wife of James Guillory, his universal legatee, who was duly placed in possession of his estate by probate of said will and by order of court, all of which appears noted in the aforesaid Exhibit "A."

That neither said Anthony Corkran and wife nor any of the aforenamed heirs and legal representatives or descendants
7 of Anthony Corkran and wife, ever sold or disposed of their rights, title or interests in the above and afore described tract of land before their sale made to petitioner and its authors as above set forth, nor have your petitioner or its authors ever disposed of its rights or claim in said lands to any one, except as above stated or at any time and it is now the just, true and legal owner of said property that, notwithstanding this fact the parties below named have, without legal right or title and against petitioner's rights, entered upon and now possess and hold said property and refuse to deliver the same to petitioner as of right, to-wit :

(1.) Laurent Arnoudet, residing in the parish of Acadia, who

claims the north one fourth (¼) of the afore described section forty seven (47) township nine (9) south of range two (2) west.

(2.) Arthur Latreille, residing in the parish of Acadia, who claims the north one half (½) of the south three fourths (¾) of said section forty seven (47) township nine (9) south of range two (2) west, less six acres of land claimed by the Prairie Mamou Oil & Mineral Company, Limited, hereinafter named.

(3.) Eugene Houssier, residing in the parish of Acadia, who claims the southern one half (½) of the southern three fourths (¾) of said section forty seven (47) township nine (9) south of range two (2) west.

(4.) The Prairie Mamou Oil & Mineral Company Limited domiciled at Jennings, parish of Calcasieu, which claims and is in possession of six (6) acres above referred to in section forty seven (47) township nine (9) south of range two (2) west located on that part of said section claimed by Arthur Latreille (being N. ½ of the S. ¾ of said section) located on the hill commonly known as "Anse La Butte."

(5.) S. A. Spencer & Company, a co-partnership domi-
8 ciliated and doing — at Jennings, parish of Calcasieu, Louisiana, composed of S. A. Spencer, A. C. Wilkins, F. R. Jaencke, T. C. Mahaffey and I. D. L. Williams as partners domiciliated in Calcasieu parish:

First. Claiming possession as assignees from A. C. Wilkins under a lease from Laurent Arnoudet and Jules Clement to a portion of the land covering the north one fourth (¼) of section forty seven (47) township nine (9) south of range two (2) west.

Second. Claiming as assignees of S. A. Spencer of a lease from Arthur Latreille and wife, to a portion of land covering forty (40) acres off the west end of the north half (½) of the south three fourths (¾) of section forty seven (47) township nine (9) south of range two west.

(6.) The Crowley Oil & Mineral Company, a corporation domiciliated at Crowley, parish of Acadia, claiming, and in possession as assignees of W. R. Keever, J. G. Dyer, J. Stephens and S. Hurtevant of thirteen sixteenths (13/16) interest under a lease from Laurent Arnoudet and wife, covering the north one fourth (¼) of said section forty seven (47) township (9) south of range two (2) west; and the said W. R. Keever, J. G. Dyer and L. Stephens who claim the remaining three sixteenths (3/16) of aforesaid lease, said parties residing in Acadia parish, Louisiana.

(7.) Miron Abbott and his associates, not named, residing in Acadia parish, who claim forty (40) acres of the north one half (½) of the south three fourths (¾) of said section forty seven (47) township nine (9) south of range two (2) west under a lease from Arthur Latreille.

(8.) S. M. Scott and James C. Beatty, residing at Beaumont, Jefferson county, Texas, who claim under a contract of lease and promise to sell from Eugene Houssiere and Arthur Latreille:—

First. Ten (10) acres in the north one-half (N. ½) of the south three fourths (S. ¾) of said section forty-seven (47) township nine (9) south of range two (2) west: and

Second. Ten (10) acres in the south one-half (½) of the south three fourths of said section forty seven (47) township nine (9) south of range two (2) west.

(9.) William M. Fitzhugh of London, England, who claims under a lease from the Evangeline Oil Company, Limited, which company claims as assignee under a lease from Arthur Latreille and Eugene Houssiere to J. Sulley Martel & Co.:—

First. One (1) acre in the north half (½) of the south three fourths (¾) of the said section forty seven (47) township nine (9) south of range two (2) west:

Second. Six (6) acres in the south half (½) of the south three fourths (¾) of said section forty seven (47) township nine (9) south of range two (2) west:

Said Fitzhugh also claims under a lease from Arthur Latreille and Eugene Houssiere twenty (20) acres of the south three fourths (¾) of said section forty seven (47) township nine (9) south of range two (2) west, being lot No. twenty two (22).

And ten (10) acres in the eastern portion of lot No. seventeen (17) of a plat of survey made by J. F. Hervey, civil engineer, and filed in the office of the clerk of court at Crowley, Louisiana.

That said parties have not only entered on said land, but are using the same and your petitioner now reserves the right to sue any or all of said parties for the use of said property or for any damage, loss or other injury to it on account of such occupancy and use.

That among the parties above named, the following are non-residents of this State and have no known agent authorized to represent them herein, to-wit:—William M. Fitzhugh, S. M. Scott and J. C. Beatty, for whom a curator *ad hoc* should be appointed to represent them herein on whom legal process may be served and contradictorily with whom these proceedings may be carried on. Wherefore, petitioner prays that curators *ad hoc* may be appointed to the aforesaid absentees upon whom process may be served and against whom these proceedings may be carried on to final judgment; that the aforenamed parties be cited in the premises to answer hereto; and in due course, petitioner prays for judgment in its favor and against each and every one of said parties made defendant herein severally and respectively decreeing petitioner to be the sole, true and legal owner of the afore described tract of land, to wit:—Section forty-seven (47) township nine (9) south of range two (2) west, Louisiana meridian situated in Acadia parish, La., and containing five hundred and eighty 90/100 (580/90/100) acres more or less and ordering petitioner to be placed in possession thereof as owner.

And petitioner prays for costs and reserving its rights to hereafter sue any or all of said defendants for the use and occupancy of said land and for any loss, injury or damage; it concludes by praying

for all legal and equitable relief in the premises and for all and general relief.

By its attorneys, KENNETH BAILLIO,
STORY & PUGH.

C. C. Duson sworn deposes and says :—
That he is the president of the Corkran Oil & Development Company of Acadia parish, and that Conrad De Baillon, judge of the eighteen district court is absent from the parish of Acadia.

C. C. DUSON.

Sworn to and subscribed before me this 6 day of December, 1901.

R. T. CLARK,
Clerk of Court.

11 Order.

Considering the above petition, affidavit and the law, let J. E. Barry, attorney at law be, and he is hereby appointed curator *ad hoc* to represent William M. Fitzhugh, a resident of London, England, in the above and foregoing proceedings, and Robert Montgomery attorney at law, curator *ad hoc* to represent S. M. Scott and J. C. Beatty of Jefferson county, Texas, and let all legal process be served on said parties through their said curators *ad hoc* respectively against whom contradictorily, let these proceedings be carried on.

Thus done and granted in the absence of the judge of the eighteen district court, at Crowley, parish of Acadia, Louisiana, this 6th day of December, 1901.

R. T. CLARK,
Clerk of Court.

Filed Dec. 6th, 1901.

R. T CLARK, Clerk.

12 Appointment of Robert Montgomery as Curator *ad Hoc* to James C. Beatty, Absentee, Residing at Beaumont, Jefferson County, Texas, Marked P. 2½.

THE STATE OF LOUISIANA, }
Parish of Acadia. }

I, Robert Montgomery, att'y at law of the State of Louisiana and parish of Acadia, do solemnly swear that I will well and faithfully perform all and singular the duties and functions incumbent on me as curator *ad hoc* to James C. Beatty, absentee, residing at Beaumont, Jefferson county, State of Texas, to the best of my judgment and abilities, according to law—so help me God.

ROBERT MONTGOMERY.

Sworn to and subscribed at Crowley this 6th day of December, 1901.

Before me,

R. T. CLARK,
Clerk of Court.

THE STATE OF LOUISIANA, }
Parish of Acadia. }

To all whom it may concern:

Be it known, that I, Raymond T. Clark, clerk of the eighteenth district court in and for the aforesaid parish, have this day, the sixth day of December in the year one thousand nine hundred and one by virtue of an order of the Honorable R. T. Clark, clerk of said district court, bearing date the sixth day of December, 1901 appointed and do hereby appoint Robert Mentgomery, att'y at law as curator *ad hoc* to James C. Beatty absentee, residing at Beaumont, Jefferson county, State of Texas, hereby vesting him the said Robert Montgomery as curator *ad hoc* with all the powers and authorities contemplated by the laws of this State in such cases made and provided—the previous requisites of the law having been complied with.

13 In testimony whereof, I have hereunto signed and affixed the seal of my office, at Crowley, the day and year above written.

R. T. CLARK, Clerk.

Filed Dec. 6 / 1901.

R. T. CLARK, Clerk.

Appointment of Robert Montgomery as Curator *ad Hoc* to S. M. Scott, Absentee. Residing at Beaumont, Jefferson County, State of Texas, Marked P. 2¾.

THE STATE OF LOUISIANA, }
Parish of Acadia. }

I, Robert Montgomery, att'y at law of the State of Louisiana and parish of Acadia, do solemnly swear that I will well and faithfully perform all and singular the duties and functions incumbent on me as curator *ad hoc* to S. M. Scott, absentee residing at Beaumont, Jefferson county, State of Texas to the best of my judgment and abilities, according to law—so help me God.

ROBERT MONTGOMERY.

Sworn to and subscribed, at Crowley this 6th day of December, 1901.

Before me,

R. T. CLARK,
Clerk of Court.

THE STATE OF LOUISIANA,
Parish of Acadia.

To all whom it may concern:

Be it known, that I, Raymond T. Clark, clerk of the eighteenth district court in and for the aforesaid parish, have this day, thr sixth day of December in the year one thousand, nine hundred and one by virtue of an order of the Honorable R. T. Clark, clerk of said district court, bearing date the sixth day of December, 1901, appointed and do hereby appoint Robert Montgomery, att'y at law as curator *ad hoc* to S. M. Scott, absentee residing at Beaumont, Jefferson county, State of Texas hereby vesting him the said Robert Montgomery as curator *ad hoc* with all the powers and authorities contemplated by the laws of the State, in such cases made and provided—the previous requisites of the law having been complied with.

14

In testimony whereof, I have hereunto signed and affixed the seal of my office at Crowley, the day and year above written.

R. T. CLARK, Clerk.

Filed Dec. 6/1901.

R. T. CLARK, Clerk.

Appointment of James E. Barry, Att'y at Law, as Curator *ad Hoc* to William M. Fitzhugh, Absentee, Marked P. 2 5/6.

THE STATE OF LOUISIANA,
Parish of Acadia.

I, James E. Barry, att'y at law, of the State of Louisiana and parish of Acadia, do solemnly swear that I will well and faithfully perform all and singular the dutiess and functions incumbent on me as curator *ad hoc* to William M. Fitzhugh absentee to the best of my judgment and abilities, according to law—so help me God.

J. E. BARRY.

Sworn to and subscribed, at Crowley this 6th day of December, 1901.

15

Before me,

R. T. CLARK,
Clerk of Court.

THE STATE OF LOUISIANA,
Parish of Acadia.

To all whom it may concern:

Be it known, that I, Raymond T. Clark, clerk of the eighteenth district court, in and for the aforesaid parish, have this day, the sixth day of December, in the year one thousand, nine hundred and

one by virtue of an order of the Honorable R. T. Clark, clerk of said district court, bearing date the sixth day of December, 1901, appointed and do hereby appoint James E. Barry, att'y at law, as curator *ad hoc* to William M. Fitzhugh, absentee hereby vesting him, the said James E. Barry as curator *ad hoc* with all the powers and authorities contemplated by the laws of this State, in such cases made and provided—the previous requisites of the law having b-en complied with.

In testimony whereof, I have hereunto signed and affixed the seal of my office, at Crowley, the day and year above written.

R. T. CLARK, Clerk.

Filed Dec. 6/1901
R. T. CLARK, Clerk.

Minute Entry of Date December 19th, 1901, Marked P. 3.

THURSDAY, December 19, 1901.

Court met pursuant to adjournment with his honor, C. De Baillon, presiding judge.

CORKRAN OIL AND DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

16 Exception on Part of Latreille, Houssiere and Arnoudet and Fitzhugh Filed.

Application for *subpœna duces tecum* filed and allowed and made returnable on or before Monday, December 23rd, 1901 at 10 a. m.

Plea of Estoppel on the Part of the Defendants, Laurent Arnoudet, Arthur Latreille, and Eugene Houssiere, Marked P. 4.

18th Judicial District Court, Parish of Acadia, State of Louisiana

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Now into court through undersigned counsel, come Laurent Arnoudet, Arthur Latreille and Eugene Houssiere, who, without in any manner answering to the plaintiff's demand herein, and reserving their rights to answer thereto hereafter, in case this exception is overruled, say, by way of exception:

1. That the pretended corporation, plaintiff herein, has no legal or rightful existence under the laws of the State of Louisiana, there being no law authorizing the formation of a corporation for the pur-

poses for which the plaintiff herein was pretended to be organized, and that for this reason, the plaintiff is without right or capacity to sue or to stand in judgment.

2. That the pretended plaintiff corporation was organized for no other purpose than to acquire a litigious and alleged right and to carry on this law suit, the pretended individual subscribers to the stock herein being estopped to do so in their own behalf for the reasons hereinafter set out; that it is not lawful or permissible for a corporation to be organized for such a purpose; that your exceptors have been in possession for many years, under a title not now necessary to set up, of a tract of land now made valuable by
17 the discovery of oil thereon, have industriously and illegally bought up the supposed rights of the numerous so-called heirs of Anthony Corkran, and, in order to enforce the pretended rights so derived, this corporation was conveived and projected as a medium through which the said organizers could assert their pretended claims. They aver that a corporation organized under such circumstances and for such a purpose can have no legal sanction or existence under the laws of Louisiana.

3. That all the organizers and pretended stockholders of said pretended corporation, whose names will be fully shown on the trial of this exception, have leased and held under leases from your exceptors certain tracts of land held and owned by your exceptors under the title herein attacked, some of said lessees actually claiming more land under the lease held by them than was intended to be leased them, and some of them claiming under leases which have expired, all of which will be shown by the production upon the trial of this exception of the said leases, which are now duly recorded in the office of the clerk, and recorder of this parish; and that by reason of said leases the said lessees, who are the organizers of the pretended plaintiff corporation, are estopped from contesting the title of your exceptors herein; and that this pretended corporation is a mere sham, a deception and a fraud, having no other object than to evade the foregoing estoppel existing against the aforesaid individuals. That Mr. C. C. Duson, the promotoer, prime organizer and chief among the pretended stockholders of said illegal company held the responsible position of sheriff and tax collector of the parish of St. Landry at the time the territory comprising the present parish of Acadia was a part of said parish of St. Landry, and as such tax collector he did sell and adjudicate at a tax sale to one of the authors of your exceptors the very land in controversy herein; and that the prohibition in the law against an officer of a court dealing in litigious rights is applicable to this case and
18 to this officer; and that he is estopped from attacking in any way the aforesaid deed made by him as sheriff and that he should not be permitted to shield himself behind the pretended corporation for such estoppel.

4. That among the pretended stockholders of said pretended corporation are Messrs. Kenneth Baillio, Philip S. Pugh and Hampden

Story who are attorneys practicing before this court, and who can not be allowed to purchase and to prosecute a litigious right in their own interest in the name and behoof of a corporation organized as aforesaid for the purpose of purchasing and prosecuting said litigious right; and that Messrs. Pugh and Story are the attorneys of Laurent Arnoudet in an injunction proceeding now pending in this court, wherein the title now being attacked was set up, and that they were therefore estopped from assisting in the organization of said pretended corporation under the circumstances above stated; and they aver that but for the desire on the part of Messrs. Duson Baillio, Pugh and Story, and the said lessees mentioned above to avoid the estoppel and pleas herein made, said pretended corporation would never have been organized.

5. That none of the subscribers to the stock of the so-called corporation are *bona fide*, there having been no money paid and no property given as required by law, and therefore, for this reason alone, if for no other, the said corporation must be treated as having no legal standing before the law, and as having forfeited under art. 266 of the constitution of 1898, its charter, if any it ever had.

6. That if it be held that said corporation can have a legal existence under the laws of Louisiana, and that it could organize under the general statutes of the State, then that said statutes were
19 not complied with by reason of the failure to organize with a proper number of legal incorporators or to properly record or advertise the charter of said pretended corporation.

Wherefore they pray that this exception and estoppel be maintained for the reasons set out above; and that plaintiff's demand be rejected and its suit dismissed, at its cost. They pray for such further relief as law and equity may allow.

J. SULLY MARTEL,
D. CAFFERY & SON,
Attorneys.

Filed December 19, 1901.
R. T. CLARK, Clerk.

Application for *Subpœna Duces Tecum*, Marked P. 5.

18th Judicial Dist. Court, Acadia Parish, State of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Now into this honorable court come Laurent Arnoudet, Arthur Latreille and Eugene Houssiere, through their counsel, who suggest to the court that the stock book, stock subscription book, minute book and books of account of the pretended corporation, plaintiff

herein, should be ordered produced in court, to be used on the trial of the exception filed this day by your movers. They suggest, further, that all other books, papers and documents in the possession of said pretended corporation should be produced at the same time and for the same purpose.

They aver that they intend to establish by such books, papers and documents that the pretended corporation, plaintiff, herein, was organized without any lawful purpose, and merely to avoid the effect of the estoppel pleaded in the exception herein, which estoppel is good and effective against the supposed stockholders of said pretended corporation, and likewise against said pretended corporation. They aver that they also intend to prove by said books, papers and documents that there has been a violation of the law concerning the issuance of stock without value received in money or property and that, if the pretended corporation ever had a charter, that same has been forfeited.

Wherefore your movers pray that an order issue to the plaintiff herein directing it to produce in court, for use on the trial of the exception herein filed, all its stock books, its stock subscription and certificate books, its minute books, its books of account and all other books, papers and documents whatever relating to the organization of said pretended corporation. They pray that his order be issued requiring the production of said books instanter. They pray for all general and equitable relief.

J. SULLY MARTEL,
D. CAFFERY & SON,
Attorneys.

Affidavit.

Before me, the undersigned authority, personally came and appeared Donelson Caffery, Jr., who being sworn deposes and says that he is one of the attorneys representing the defendants in this suit who join in this motion; and he further deposes and says that W. M. Fitzhugh, one of the movers herein, is absent from the parish. And he further deposes that the facts and allegations of the foregoing motion are true and correct to the best of his knowledge and belief.

D. CAFFERY, JR.

Sworn to and subscribed before me at Crowley, La. this 19th day of December, 1901.

R. T. CLARK,
Clerk of Court.

Filed Dec. 19/1901.
R. T. CLARK, Clerk.

Exception and Plea of Estoppel by Defendant William M. Fitzhugh, Marked "P. 6."

18th Judicial Dist. Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Now into court, through undersigned counsel, comes W. M. Fitzhugh of London, England, made party defendant herein, who, without answering to plaintiff's demand, says that he adopts the exception and plea of estoppel filed herein by the defendants, Arnoudet, Latreille, Houssier, and that he also joins with them in their motion for the production of certain documents described in said motion.

Wherefore, adopting the prayer of the said exception, and of said motion, he prays to be hence discharged and for all general and equitable relief.

J. SULLY MARTEL,
D. CAFFERY & SON,
Attorneys.

Filed Dec. 19/1901.
R. T. CLARK, Clerk.

22 Answer to *Subpœna Duces Tecum*, Marked "P. 7."

Eighteenth District Court, Acadia Parish, Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Now into this court in obedience to the order thereof, comes plaintiff corporation, through its attorneys, and files all of the documents called for by Laurent Arnoudet *et als.* which it has in its possession.

That it has no stock book and no stock subscription book, the *the* first together with a seal was ordered on December 11th, 1901, the same not yet having been received.

That the original subscription list was filed with the original charter and both are now on record in the clerk's office of Acadia parish.

That the other subscribers or stockholders are the heirs of Anthony Corkran and that no certificares of stock have been issued because the same have not been received, though ordered as aforesaid.

That it filed herewith its minute book, containing all its proceedings, including a printed copy of its charter. That no books of account have ever been opened, and that it has no other document in its possession.

Therefore, it prays that the court decree the said order complied with, and that after due inspection of said documents they be ordered returned by the attorneys of defendants to plaintiffs.

CORKRAN OIL & DEVELOPMENT CO.
By its attorneys, STORY & PUGH,
KENNETH BAILLIO.

Filed Dec. 23rd, 1901.
D. B. HAYES, D'y Clerk.

23 Application and Order for Appointment of Curator *ad Hoc* to L. Stephens, Marked "P. 8."

Eighteenth District Court, Parish, of Acadia, Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET & ARTHUR LATREILLE ET ALS. } No. 1405.

To the eighteenth judicial district court in and for the parish of Acadia, Louisiana:

The petition of the Corkran Oil & Development Company respectfully represents:—That in its petition filed in the above numbered and entitled suit, among others one L. Stephens was made a party defendant therein, and in which said petition it prayed for service upon him according to law.

Petitioner is informed that since the filing of said petition and before service could be made upon the said L. Stephens he had left this State permanently, and petitioner now alleges and is informed that he is a resident of the county of Washington, State of Ohio, and that it is unable to have service of petition and other legal process served on him. Therefore it is necessary that a curator *ad hoc* should be appointed to represent the said L. Stephens herein, on whom legal process may be served and contradictorily with whom the proceedings of this suit may be carried on.

The said L. Stephens being a non-resident of this State and having no known agent authorized to represent him herein.

Wherefore petitioner prays that a curator *ad hoc* be appointed to represent the aforenamed absentee upon whom legal process may be served and against whom these proceedings taken herein may be carried on to a final judgment; and that the afore named parties be cited to answer in the premises hereto.

By its attorneys, KENNETH BAILLIO,
STORY & PUGH.

24 Affidavit.

C. C. Duson, sworn deposes and says: That he is the president of the Corkran Oil & Development Company of Acadia parish, and that Conrad De Baillion, judge of the eighteenth district court is absent from the parish of Acadia.

C. C. DUSON.

Sworn to and subscribed before me this 27th day of Dec. 1901.

R. T. CLARK,
Clerk of Court.

Order.

Considering the above petition, affidavit and the law, let James E. Barry, attorney at law, be and he is hereby oppointed curator *ad hoc* to represent L. Stephens, a resident of the county of Washington, State of Ohio, in the proceedings instituted in the above numbered and entitled cause; and let all legal process be served on said party through his said curator *ad hoc*, against whom contradictorily let the proceedings instituted in this cause be carried on.

Thus done and granted in the absence of the judge of the eighteenth judicial district at Crowley, parish of Acadia, La., this 27th day of December, 1901.

R. T. CLARK,
Clerk of Court.

Filed Dec. 27—1901.

R. T. CLARK, Clerk.

Appointment of James E. Barry as Curatar *ad Hoc* to L. Stephens, Absentee, Residing in the County of Washington, State of Ohio, Marked P. 8½.

THE STATE OF LOUISIANA,
Parish of Acadia.

25 I, James E. Barry, att'y at law, of the State of Louisiana and parish of Acadia, do solemnly swear that I will well and faithfully perform all and singular the duties and functions incumbent on me as *curator ad hoc* to L. Stephens absentee residing in the county of Washington, State of Ohio to the best of my judgment and abilities, according to law—so help me God.

J. E. BARRY.

Sworn to and subscribed, at Crowley this 27th day of Dec. 1901.
Before me
R. T. CLARK,
Clerk of Court.

THE STATE OF LOUISIANA,
Parish of Acadia.

To all whom it may concern:

Be it known, that I, Raymond T. Clark, clerk of the eighteenth district court in and for the aforesaid parish, have this day, the 27th day of December in the year one thousand nine hundred and one by virtue of an order of the Honorable R. T. Clark, clerk of said district court, bearing date the 27th day of December, 1901 appointed and do hereby appoint James E. Barry attorney at law as *curator ad hoc* to L. Stephens, absentee residing in the county Washington, State of Ohio, hereby vesting him, the said James E. Barry as *curator ad hoc* with all the powers and authorities contemplated by the laws of this State, in such cases made and provided—the previous requisites of the law having been complied with.

In testimony whereof, I have hereunto signed and affixed the seal of my office, at Crowley the day and year above written.

R. T. CLARK, Clerk.

Filed December 27, 1901.
R. T. CLARK, Clerk.

26 Application and Order to Take Testimony on Part of Plaintiff, Marked P. 9.

Eighteenth District Court, Acadia Parish, La.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET & ARTHUR LATREILLE ET AL. } No. 1405.

To the hon. clerk of the above court:

The petition of The Corkran Oil & Development Co., plaintiff in the above cause, respectfully represents: That, in order to prove up its claims and demands in the above cause it will need, and now desires to take, the testimony of the following witnesses, viz:

Mrs. Amelia McDaniel, widow of Leandre Philip Fontenot; Charles Teal Jr.; Sarah Teal, widow of Eli Nash; Wm. H. Ashford Jr.; Wm. P. Glaze; Eliza M. Glaze. wife of F. W. Lutz; Robert Doucet: Sarah Doucet, wife of John F. Shaw; Sophie Doucet, wife of Alexandre Deville; William Bundick; Frank Guillory; Wm. W. Hanchett; Robert McDaniel; Valsin Le Doux; Andrew J. Thompson; Bridget Row, wife of Wm. T. Long; Otey S. Prosser; Frederick W. Lutz; Mysso Lewis, widow of Leon Campbell, William Shuff, all of St. Landry parish, Louisiana. George W. Corkran, Katie McDaniel, wife of James C. Nash; Wm. Perkins; Mary Stanley, wife of John Eves; Martha Rees, wife of Jacob M. Cole, Martha Vincent, wife of Berry Cooley;—all of Calcasieu parish,

Louisiana. Margaret Nicholls, widow of M. M. Massey of Tyler Co., State of Texas; Wm. C. Teal and Lewis M. Nicholls of Vernon parish, La. Martin W. Bundick of Guadaloupe county, State of Texas; Irene Berza of Gonzales Co., Texas Eliza Bundick, wife of William Abernathy of Atascosa Co., Texas; Henry E. Thompson of Greer Co. Oklahoma; Addie J. Legg, widow of J. Q. Thompson of Bell Co., Texas; Eliza West, widow of —— Nugent of Limestone Co. Texas.

27 That the testimony of said witnesses will have to be taken under commission as provided by law, and petitioner annexes hereto the interrogatories to be propounded to said witnesses on its behalf, and likewise appends an affidavit of the materiality of the testimony sought to be obtained from the aforenamed witnesses who reside out of this State;

Wherefore, petitioner prays that due notice be given in the premises to the defendants in above suit; that commissions duly issue to commissioners of Louisiana residing in the aforesaid parishes and counties of Texas and Oklahoma, or to the notaries public therein, respectively, authorizing and directing them to receive and take the testimony of the afore named witnesses residing in their jurisdictions respectively and their answers under oath to the annexed interrogatories, and to such interrogatories as may be propounded by defendants herein or any of them, and a return day be fixed for the return of said commissions respectively; and petitioner prays for all further necessary orders, for costs and for general relief.

KENNETH BAILLIO,
STORY & PUGH,
Att'ys for Pet'r.

I, Cornelius C. Duson, president of the Corkran Oil & Development Co., do swear that the testimony sought to be elicited from the above named witnesses residing out of the State of Louisiana, is material, important and relevant to the issues of the above suit, and that the Hon. C. De Baillion, judge of the above court, is absent from Acadia parish.

C. C. DUSON.

Sworn to and subscribed before me, at Crowley, La., this 27th day of December, A. D. 1901.

R. T. CLARK,
Clerk of Court.

28 Order.

The foregoing petition and affidavit considered, let commissions issue as prayed for and according to law, returnable in each and every case on or before January 27th, 1902; and let notices be duly given to, and served on the several defendants in this suit as provided by law.

Granted and signed at Crowley, La. this 27th day of December, A. D. 1901.

R. T. CLARK,
Clerk of Court.

Filed December 27, 1901.
R. T. CLARK, Clerk.

Interrogatories Propounded to Various Witnesses on Behalf of Plaintiff, Marked "P. 10."

18th Judicial District Court, Parish of Acadia.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET & ARTHUR LATREILLE ET AL. } No. 1405.

Interrogatories propounded on behalf of plaintiff in above numbered and entitled cause under commission granted herein on the 27th day of December, A. D. 1901.

Addressed to Mrs. Amelia McDaniel, widow of Leandre Philip Fontenot—St. Landry parish, La.

	Charles Teal, Jr.	St. Landry parish, La.
	Sarah Teal, widow of Eli Nash	" " " "
	Wm. H. Ashford, Jr.	" " " "
29	Wm. P. Glaze	St. Landry parish, La.
	Eliza M. Glaze, wife of F. W. Lutz	" " " "
	Robert Doucet	" " " "
	Sarah Doucet, wife of John F. Shaw	
	Sophie Doucet, wife of Alexandre Deville	" " " "
	William Bundick	" " " "
	Frank Guillory	" " " "
	William W. Hanchett	" " " "
	Robert McDaniel	" " " "
	Valsin Ledoux	" " " "
	Andrew J. Thompson	" " " "
	Bridget Row, wife of William T. Long	" " " "
	Otey S. Prosser	" " " "
	Frederick W. Lutz	" " " "
	Mysso Lewis, widow of Leon Campbell	" " " "
	William Shuff	" " " "

All of St. Landry parish, Louisiana.

II.

	Wm. C. Teal	Vernon parish, —.
	Lewis M. Nicholls	" "

III.

George W. Corkran..... Calcasieu parish, La.
Katie McDaniel, wife of James C. Nash..... " " "
William Perkins..... " " "
Mary Stanley, wife of John Eves..... " " "
Martha Reese, wife of Jacob M. Cole..... " " "
Martha Vincent, wife of Berry Cooley..... " " "

IV.

Margaret Nicholls, widow of M. M. Masey.. Tyler Co., Texas.
Martin W. Bundick..... ..... Guadaloupe Co., Texas.
Irene Berza..... Gonzales Co., Texas.
Eliza G. Bundick, wife of Wm. Abernethy..... ..... Atascosa Co., Texas.
30 Henry E. Thompson ..... Greer Co., Oklahoma.
Addie J. Legg, widow of J. Q. Thompson..... Bell Co., Texas.
Eliza West, widow of —— Nugent..... Limestone Co., Texas.

1. Please state your name, age, occupation and residence.
2. How long have you resided at your present place of residence?
3. Did you know Anthony Corkran, either personally or from reputation of repute?

IV. If you say that you knew Anthony Corkran personally or from repute, state where he lived and where he died.

V. If you state that Anthony Corkran is dead, please state whether he was ever married, and if married, to whom and whether he and his wife died and left any children and if so, give the number and names of said children and where they reside.

VI. If you state that Anthony Corkran and wife left children, state if said children are living or dead.

VII. If you state that said Anthony Corkran and wife left children who are dead, state whether said children were married, and if so, to whom, and give the names of said children issue of said marriages.

VIII. Please state if any of the grandchildren of Anthony Corkran are living, and if so, give their names and if any of them be dead, please state whether they were ever married, and if so, to whom, where they lived and what children they left, if any.

IX. Please state the names and residences of the present living heirs and descendants of the aforenamed Anthony Corkran and wife as also where they reside.

X. Please state how and in what manner you acquired or derived your knowledge of the facts herein inquired about in reference to the heirs and descendants of Anthony Corkran and wife.

31 XI. Please state the nature and degree of relationship in which you and said heirs stand in respect to Anthony Corkran and his wife above referred to?

XII. Please annex hereto any family records, Bibles or other papers or writing you have in your possession or which are accessible to you, touching on any or all the matters hereinabove inquired about?

XIII. Please state any other facts to your knowledge in relation to the matters herein inquired about, as if specially interrogated?

Filed December 27, 1901.
R. T. CLARK,
Clerk of Court.

Service accepted on the part of S. A. Spencer & Co. December 27th, 1902.
P. J. CHAPPUIS, Att'y.

No cross interrogatories to be propounded, but right reserved to object to the above interrogatories and answers thereto when offered in evidence.
January 9th, 1902.
P. J. CHAPPUIS,
Att'y for S. A. Spencer & Co.

Cross Interrogatories Propounded by Defendants, Marked "P. 11."

18th Judicial District Court, State of Louisiana, Acadia Parish.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Before propounding any cross-interrogatories to the witnesses who are to be examined under the commission granted December 27, 1901, the defendants appearing through undersigned counsel expressly reserve the right to object to the interrogatories herein propounded and to the answers thereto, on any and all legal
32 grounds, said objections to be urged when the depositions of the witnesses are offered in evidence.

Cross-interrogatories propounded by Laurent Arnoudet, Arthur Latreille, Eugene Houssiere, and M. W. Fitzhugh to the witnesses, Amelia McDaniel and others, under the commission obtained by the plaintiff herein on December 27, 1901, said cross-interrogatories to be answered by all of the witnesses examined under said commission.

Cross-interrogatory 1. Is not your testimony concerning the matters upon which you were interrogated by the plaintiff based entirely upon the declarations of other persons?

Cross-interrogatory 2. If your testimony is not entirely hearsay please state how far said — is hearsay and how far it is based upon

your own personal knowledge of the facts. You need not state in the answer to this or other cross-interrogatories what you know or from whom you learned what you have testified to.

Cross-interrogatory 3. If you state that you have personal knowledge of any of the facts concerning which you have testified please state when, where and how your knowledge was derived. If your knowledge is based on hearsay, you need not state when, where or how you obtained it.

Cross-interrogatory 4. If you have testified concerning the marriage of Anthony Corkran or the marriages of any of his supposed descendants, state how far your knowledge of same is hearsay and how far it proceeds from your own personal acquaintance with any matters stated by you.

Cross-interrogatory 5. If you give the number and names of any of the children of Anthony Corkran or any of his grandchildren or other descendants, state how far your testimony is based on hearsay, and how far it is based upon your own personal acquaintance with the facts.

Cross-interrogatory 6. How long have you known the mat-
33 ters to which you have testified concerning the marriages and of the number and names of the children or grandchildren of Anthony Corkran concerning which you have testified?

Cross-interrogatory 7. What interest have you in this suit? If you have no direct interest, have you any indirect or contingent interest? If you have any interest in this case, whether direct or indirect, please state fully the nature of such interest.

Cross-interrogatory 8. State on your solemn oath whether it is not true that some one has given you instructions and assistance or made you suggestions, as to the manner of answering either or both the interrogatories and cross-interrogatories herein propounded to you. Notice being herein given that this question, and the succeeding one are asked with a view of contradicting you unless you answer them in the affirmative and favorably to the defendants.

Cross-interrogatory 9. If you answer the foregoing question in the affirmative, give the names of all the persons who have given you such instructions and assistance, or made such suggestions, and state in substance all that was done or said by them for that purpose; and if the same was done in writing, attach the said writing or writings hereto as part of your answer.

Respectfully submitted by

D. CAFFERY & SON,
J. S. MARTEL, Attorneys.

Filed Jan. 9th, 1902.

R. T. CLARK,
Clerk of Court.

34 Cross-interrogatories Propounded by S. M. Scott & J. C. Beatty, Marked " P. 12."

18th Judicial District Court, State of Louisiana, Acadia Parish.

CORKRAN OIL & DEVELOPMENT COMPANY
—
LAURENT ARNOUDET ET ALS. } No. 1405.

Before propounding any cross-interrogatories to the witnesses who are to be examined under the commission granted Dec. 27th, 1901, the defendants S. M. Scott and J. C. Beatty, appearing through their undersigned curator *ad hoc*, expressly reserve the right to object to the interrogatories herein propounded and to the answers thereto, on any and all legal grounds. Said objections to be urged when the depositions of the witnesses are offered.

Cross-interrogatories propounded by S. M. Scott and J. C. Beatty, by their aforesaid curator *ad hoc*, to the witnesses Amelia McDaniel and others under the commission obtained by the plaintiff herein on Dec. 27th, 1901, said cross interrogatories to be answered by all of the witnesses examined under said commission.

Waiving and withdrawing the cross-interrogatories herein heretofore propounded by him, and filed in this honorable court on Jan. 4th, 1902, in lieu thereof the undersigned curator *ad hoc* now addresses and propounds to the said witnesses all of the cross-interrogatories which are propounded to the said witnesses on behalf of Laurent Arnoudet, Arthur Latreille, Eugene Houssiere and W. M. Fitzhugh, and which were filed in this honorable court on this day, and the said curator *ad hoc* adopts the said cross-interrogatories as his own.

ROBERT MONTGOMERY,
Curator *ad Hoc.*

Filed Jan. 9th. 1902.

R. T. CLARK,
Clerk of Court.

35 Minute Entry of Date January 13th, 1902, Marked " P. 13."

MONDAY, January 13th, 1902.

Court met pursuant to adjournment with his honor C. De Baillon presiding judge, R. T. Clark, clerk of court and Paul Hebert as deputy sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Exception of want of proper citation on part of defendants Prairie Mamouth Oil & Mineral Co. filed. Exception and plea of estoppel on part of S. A. Spencer & Co. and as individuals thereto filed; application on part of S. A. Spencer & Co. for *subpœna duces tecum* filed and allowed and returnable in open court on January 14th, 1902 at 10 o'clock a. m. Counsel for plaintiff being present and taking cognizance thereof and waived service of said order.

Exception of Want of Proper Citation on Part of Defendants Prairie Mamouth Oil & Mineral Co., Marked "P. 14."

Eighteenth Judicial District Court in and for the Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
L. ARNOUDET, A. LATREILLE, EUG. HOUSSIERE, ET ALS. } No. 1405.

Solely and exclusively for the purpose of pleading want of proper citation comes the Prairie Mamou- Oil & Mineral Co., Ltd. a corporation under the laws of the State of Louisiana domiciled at Jennings in the parish of Calcasieu, and not for the purpose of submitting itself to the jurisdiction of the honorable court, and avers that as to this defendant, this honorable court can not proceed, because:

36 1st. Under the laws of this State, this corporation can be cited to appear and answer only by service upon its president, or in the absence of the president, by service upon the vice-president of this corporation, and citation otherwise served is invalid and can not give this honorable court jurisdiction.

2nd. That prior to a-d continuing down to the present time, Victor von Shoeler was and still is the president of the said corporation, and Alba Heywood was and is the vice president.

3rd. That alleged or pretended service of citation in this cause was made upon D. E. Sweet, and at the time thereof, he was neither president or vice-president of this corporation.

4th. That prior to said alleged service, and down to the present time said Victor von Shoeler has been continuously within this State; and at the time of the alleged service said Alba Heywood, vice-president of this company was residing at Jennings, La.

Wherefore, the premises considered this corporation prays that

these exceptions be maintained, and as to it, for want of proper citation, no proceedings be had herein, and for proper relief.

JOHN D. GRACE,
Att'y for Prairie Mamou- Oil & Mineral Co., Ltd.

Filed January 13, 1902.
R. T. CLARK, Clerk.

Exception and Plea of Estoppel by S. A. Spencer & Co., Marked "P. 15."

18th Judicial District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNOUDET ET ALS.
No. 1405.

37 Now into this court, th-ough undersigned counsel, comes the firm of S. A. Spencer & Co. and the individual members thereof, who without in any manner answering to the plaintiff's demand herein, and reserving their rights to answer hereto hereafter in case this exception is overruled, say by way of exception:

1st. That the pretended corporation, plaintiff herein, has no legal or rightful existence under the laws of Louisiana, there being no law authorizing the formation of a corporation for the purposes for which the plaintiff herein was pretended to be organized, and that for this reason the plaintiff is without right or capacity to sue or stand in judgment;

2nd. That the pretended plaintiff corporation, was organized for no other purpose than to acquire a litigious and alleged right to carry on this law suit—the pretended individual subscribers to the stock therein being estopped to do so in their own behalf for the reasons hereinafter set out; that it is not lawful or permissible for a corporation to be organized for such a purpose; that the authors of your exceptors have been in possession for many years, and that your exceptors themselves, for some time prior to the institution of this suit have been in possession, under titles not now necessary to set up, of a tract of land now made valuable by the discovery of oil in the neighborhood thereof, and that the organizers of the alleged corporation, plaintiff herein, have industriously and illegally bought up, or pretend to have bought up, the supposed rights of the numerous so-called heirs of Anthony Corkran, and, in order to enforce the pretended rights so derived, this corporation was conceived and projected as a medium through which the said organizers could assert their pretended claims. They aver that a corporation organized under such circumstances and for such a purpose can have no legal sanction or existence under the laws of this State.

38 3. That all the organizers and pretended stockholders of said pretended corporation, whose names will be fully shown on the trial of this exception, have leased and held under leases from the authors of your exceptors certain tracts of land held and owned by the a-thors of your exceptors under the title herein attacked—some of said lessees actually claiming more land under the lease held by them than was intended to be leased them, and some of them claiming under leases which have expired, all of which will be shown by the production upon the trial of the exception of the said leases, which are now duly recorded in the office of the clerk of court of this parish; and that by reason of said leases the said lessees, who are the organizers of the pretended plaintiff corporation, are estopped from contesting the title of your exceptors and of their authors herein; that the said pretended corporation is a mere sham, a deception and a fraud having no other object than to evade the foregoing estoppel existing against the aforesaid individuals; that Mr. C. C. Duson, the promoter, prime organizer, and chief among the pretended stockholders of said illegal company held the responsible position of sheriff and tax collector of the parish of St. Landry at the time the territory comprising the present parish of Acadia was a part of said parish of St. Landry, and as such tax collector he did sell and adjudicate at a tax sale to one of the authors of your exceptors the very lands in controversy herein; that the prohibition in the law against an office- of a court dealing in litigious rights is applicable to this case and to this officer; that he is estopped from attacking in any way the aforesaid deed made by him as sheriff, and that he should not be permitted to shield himself behind the pretended corporation for such estoppel.

4. That among the pretended stockholders of said pretended corporation are Messrs. Kenneth Baillio and Philip S. Pugh and Hampden Story, composing the law firm of Story & Pugh,
39 all of whom are attorneys practicing before this court and who cannot be allowed to purchase and to prosecute a litigious right in their own interest in the name and *behoof* of a corporation organized as aforesaid for the purpose of purchasing and prosecuting said litigious right; and they aver that but for the desire on the part of Messrs. Duson, Baillio, Pugh and Story and the said lessees mentioned above to avoid the estoppel and pleas herein made, said pretended corporation would not have been organized;

5. That none of the subscribers to the stock of the so-called corporation are *bona fide*, there having been no money paid and no property given as required by law, and therefore, for this reason alone, if for no other, the said corporation must be treated as having no legal standing under the law and before this court, and as having forfeited under article 266 of the constitution of 1898 its charter, if any it ever had;

6. That, if it be held that said corporation have a legal existence under the laws of Louisiana, and that it could organize under the general statutes of the State, then and in that case your exceptors

aver that the said statutes were not complied with by reason of the failure to organize with the proper number of legal and competent incorporators, or to properly record or publish and advertise the charter of said pretended corporation.

Wherefore, exceptors pray that this exception and plea of estoppel be maintained for the reasons hereinabove given; that plaintiff's demand be rejected and its suit dismissed at its cost, and for such further relief as law and equity may allow.

P. J. CHAPPUIS.
GILBERT L. DUPRE.

Filed Jan. 13th, 1902.
R. T. CLARK,
Clerk of Court.

40 18th District Court, Acadia Parish, State of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNOUDET ET ALS.
No. 1405.

Into this honorable court through their counsel come S. A. Spencer & Co. and the individual members of the said firm who suggest to the court that the stock-book, stock subscription book, minute book, and books of account of the pretended corporation, plaintiff herein, should be ordered produced in court, to be used on the trial of the exception this day filed by your movers.

They suggest, further, that all other books, papers and documents in the possession of said pretended corporation should be produced at the same time and for the same purpose. They aver that they intend to establish by such books, papers and documents that the pretended corporation, plaintiff herein, was organized without any lawful purpose, and merely to avoid the effect of the estoppel pleaded in the exception herein which estoppel is good and effective against the supposed stockholders of said pretended corporation and likewise against said pretended corporation; that they also intend to prove by said books, papers and documents that there has been a violation of the law concerning the issuance of stock without value received in money or property, and that, if the pretended corporation ever had a charter the same has been forfeited.

Wherefore, your movers pray that an order issue to the plaintiff herein directing it to produce in court, for use on the trial of the exception herein filed, all its stock-books, its stock subscription and certificate books, its minute books, its books of account, and all other books, papers and documents whatever relating to the organization of said pretended corporation; they pray that this order be issued requiring the production of the said books and papers
41 instanter and for all, general and equitable relief.

By their attorneys, P. J. CHAPPUIS.
GILBERT L. DUPRE.

Philip J. Chappuis, being duly sworn, deposed and said that he is one of the attorneys of the movers in the above and foregoing motion; that his said clients are absent from the parish; and that to the best of his knowledge and belief the facts and allegations of the above and foregoing motion are true and correct, so help him God.

P. J. CHAPPUIS.

Sworn to and subscribed before me at Crowley, La., this 13th. day of January, 1902.

R. T. CLARK,
Clerk of Court.

Filed Jan. 13th, 1902.
R. T. CLARK,
Clerk of Court.

Minute Entry of Date Jan'y 14th, 1902, Marked "P. 16."

TUESDAY, Jan'y 14, 1902.

Court met pursuant to adjournment with his honor C. De Baillon presiding judge, R. T. Clark, as clerk of court and Jos. L. Murrell as sheriff.

CORKRAN OIL & DEVELOPMENT CO. *vs.* LAURENT ARNOUDET ET ALS. } No. 1405.

Default *vs.* defendants Miron Abbott, Crowley Oil & Mineral Co. W. R. Kever and J G. Dyer.

Exception on part of J. C. Beatty and S. M. Scott filed by curator.

42 Exception on the Part of S. M. Scott and J. C. Beatty, Marked "P. 17."

CORKRAN OIL & DEVELOPMENT COMPANY *vs.* LAURENT ARNOUDET ET ALS. } No. 1405.

Now comes the absent def'ts S. M. Scott and J. C. Beatty, by the undersigned their *curator ad hoc* reserving right to answer herein in case the exceptions herein taken are overruled now excepting do hereby adopt on the part of said absent defendants, all the exceptions and grounds of exception filed herein on behalf of the def'n'ts Laurent Arnoudet, Arthur Latreille and Eugene Houssiere on the 19th Dec'r 1901.

Wherefore they pray that said exception and estop-*le* be maintained & pl'ff's suit be dismissed at its cost, and for such further relief as equity may & law may justify.

ROBERT MONTGOMERY,
Curator ad Hoc.

Filed January 14/1902.
R. T. CLARK, Clerk.

Minute Entry of Date January 15th, 1902, Marked "P. 18."

WEDNESDAY, January 15, 1902.

Court met pursuant to adjournment with his honor C. De Baillon presiding judge—R. T. Clark as clerk of court and Joseph L. Murrell as sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

43 Supplemental return on original *subpœna duces tecum* filed as also return on *subpœna duces tecum* of S. A. Spencer & Co. filed and order of court complied with. Al- exceptions fixed for January 27—1902 at 3 o'clock p. m. and on motion of counsel for plaintiff the return day of all commissions on part of plaintiff is extended until the fourth Monday of February, 1902.

Supplemental Return on *Subpœna Duces Tecum*, Marked "P. 19."

18th District Court, Acadia Parish.

CORKRAN OIL & DEVELOPMENT CO.
vs.
L. ARNOUDET, A. LATREILLE, ET AL. } No. 1405.

Now comes plaintiff, and in answer to application for *subpœna duces tecum* filed by S. A. Spencer & Co. and the individual members of said firm, declares: That he herewith files certain books, being the stock books of plaintiff Co. received in the last few days, these books together with the minute book heretofore produced in court at the instance of the other defendants, as also the official seal of the corporation, being all the documents etc., called for by said S. A. Spencer & Co. as also all of the documents etc. called for under the orders herein granted, & which books & documents heretofore produced are made part of this return.

Wherefore, movers pray to be discharged in the premises, & for costs and for general relief.

STORY & PUGH,
KENNETH BAILLIO,
Att'ys for Mover.

Filed Jan'y 15/1902.
R. T. CLARK, Clerk.

44 Minute Entry of Date January 28th, 1902, Marked "P. 20."

TUESDAY, January 28th, 1902.

Court met pursuant to adjournment with his honor C. De Baillon presiding judge, R. T. Clark as clerk of court and Paul Hebert as deputy sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS.

Exception filed herein referred to the merits by consent and defendants allowed until the first day of the next term of court to file their answer. Exception of want of proper citation taken up, tried, argued, submitted and exception maintained.

Note of Evidence on Trial of Exception for Want of Proper Citation, Marked "P. 21."

18th Dist. Court, Acadia Parish, La.

CORKRAN OIL & DEVELOPMENT CO., LTD.,
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Note of evidence on trial of exception of Prairie Mamou Oil & Mineral Co., Ltd., of want of proper citation.

1st. Citation to exceptor and return of sh'ff thereof.
2nd. It is admitted that under the charter of exceptor Co. all legal process shall be served on the president of the corporation and in his absence upon the vice president.
This is all the evidence adduced in open court on trial of the above matter this 27th day of Jan'y 1902.

R. T. CLARK, Clerk.

45 Filed Jan'y 28, 1902.
R. T. CLARK, Clerk.

Minute Entry of Date February 4th, 1902, Marked "P. 22."

TUESDAY, February 4th, 1902.

Court met as usual—R. T. Clark as clerk of court and Paul Hebert as deputy sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Default *vs.* defendant L. Stephens.
Filed Feb'y 4th, 1902.

Minute Entry of Date February 14th, 1902, Marked "P. 23."

MONDAY, February 17th, 1902.

Court met as usual—R. T. Clark as clerk of court and Paul Hebert as deputy sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } 1405.

Default *vs.* Prairie Mamouth Oil & Mineral Co. Ltd. Filed Feb'y 17th, 1902.

Minute Entry of Date February 19th, 1902, Marked "P. 24."

WEDNESDAY, February 19th, 1902.

Court met as usual—R. T. Clark as clerk of court and Paul Hebert as deputy sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } 1405.

46 Return day of all commissions heretofore issued is extended until April 8/02 on motion of plaintiff's counsel.
Filed Feb'y 19/02.

Minute Entry of Date March 3rd, 1902, Marked "P. 25."

MONDAY, March 3, 1902.

Court met as (usual) R. T. Clark as clerk of court and Paul Hebert as deputy sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } 1405.

On motion of plaintiff's counsel it is ordered that a commission issue addressed to any notary public of the parish of Grant, Louisiana authorizing him to take the deposition of Louis M. Nicholls and Wm. C. Teal residents of said parish on behalf of said plaintiff returnable on or before April 8/1902.
Filed March 3/02.

Minute Entry of Date March 4th, 1902, Marked "P. 26."

MONDAY, March 4, 1902.

Court met as (usual) R. T. Clark as clerk of court and Paul Hebert as deputy sheriff.

COKRAN OIL & DEVELOPMENT CO. vs. LAURENT ARNOUDET ET ALS. } 1405.

Answer of J. C. Beatty and S. M. Scott absentees filed.
Filed March 4/02.

Answer of J. C. Beatty and S. M. Scott, Absentees, Marked "P. 27."

47 18" Judicial District Court, Acadia Parish, State of Louisiana.

COCHRAN OIL & DEVELOPMENT CO. vs. LAURENT ARNOUDET ET ALS. } No. —.

Now comes the defendants, J. C. Beatty and S. M. Scott absentees by the undersigned *curator ad hoc* and for answer to plaintiff's demand plead the prescription of three, five, ten, twenty and thirty years *acquirenda causa* and as a bar to the demand of plaintiffs, and further answering they plead the general issue, and still further answering they set up the contract of lease and sale to them from the defendants Eugene Houssier and Arthur Latreille of date Sept. 23" 1901, and of record in the parish of Acadia being of certain portions of the land claimed herein by plaintiffs and in the event of judgment sustaining the demand of plaintiffs and depriving respondents of their rights under the said sale and lease to them they pray judgment as of warranty over against their said vendors and lessors, for any and all sums shown to have been paid by them to their said warrantors the said Eugene Houssiere and Arthur Latreille under said contract of lease and sale.

They pray for general relief and the rejection of plaintiffs' demand.

ROBERT MONTGOMERY,
Curator ad Hoc.

Filed March 4/1902.
R. T. CLARK, Clerk.

Service accepted and all legal objections expressly reserved.
48 Crowley, La., April 26, 1902.

D. CAFFERY & SON,
J. SULLY MARTEL,
Att'ys for Latreille & Houssiere.

Application and Order to Take Testimony on Part of Plaintiff, Marked "P. 28."

Eighteenth Judicial District Court in and for the Parish of Acadia, State of Louisiana.

The petition of the Corkran Oil & Development Company respectfully represents:

That a commission was taken out and duly issued to a notary public in and for the parish of Vernon, State of Louisiana, to take the deposition of Louis. M. Nicholls and William C. Teal who were, at the time, residents of the said parish of Vernon; that the said commission, interrogatories and cross interrogatories propounded by the plaintiffs respectively, together with said commission, was sent to a notary public in the said parish of Vernon; that at the time of the receipt of the said commission, interrogatories and cross interrogatories the said Louis M. Nicholls and the said William C. Teal had removed to the parish of Grant, State of Louisiana; your petitioner now desires that a new commission be issued to some notary in and for the parish of Grant, to take the deposition of the said Nicholls and the said Teal, in answer to the interrogatories herein filed; that the same be made returnable on a day to be fixed by this court.

Wherefore, petitioner prays that the premises being considered, that a commission now issue to some notary public or some other competent person in and for the parish of Grant, Louisiana, to take the testimony of said Louis M. Nicholls and the said William
49 C. Teal, now residents of the said parish of Grant, in answer to the interrogatories and cross interrogatories filed herein, and that the return day thereof be fixed and made returnable on or before the 8th day of April, 1902.

By its attorneys, STORY & PUGH.

Order.

The foregoing petition being considered, let a commission issue to some notary public, in and for the parish of Grant, to take the deposition of the said Louis. M. Nicholls and the said William C. Teal of the parish of Grant, in answer to the interrogatories and cross interrogatories filed herein, and which were originally forwarded to some notary public in and for the parish of Vernon; that said commission and interrogatories be made returnable on or before the 8th. day of April, 1902.

Thus done and signed at Crowley, Louisiana, this 4th day of March, 1902.

C. DEBAILLON,
Judge 18th Dist. Court.

Filed March 4th. 1902.
R. T. CLARK, Clerk.

50 Petition, Marked "Z 1."

To the honorable the judge of the 18th judicial district of Louisiana, holding sessions in and for the parish of Acadia:

The petition of Laurent Arnoudet, Arthur Latreille, Eugene Houssiere and William Fitzhugh, herein appearing through their undersigned counsel, D. Caffery & Son, J. Sully Martel and P. J. Chappuis and of S. A. Spencer & Co. herein appearing through their undersigned counsel P. J. Chappuis and G. L. Dupre, with respect represents:

That your petitioners, each herein appearing for himself and separately from each other, are defendants in the cause numbered 1405 on the civil docket of your honorable court, entitled "Corkran Oil & Development Co. *vs.* L. Arnoudet *et al.*" and that, in order to repel the demands of the plaintiff therein, and to establish their defenses, they require the testimony of James Lewis surveyor general of Louisiana, and a resident of the city of New Orleans.

Your petitioners further represent that, with reservation of the benefit of the exceptions hereinbefore filed, and insisting on a trial thereon *in limine* and before reaching the merits, they annex hereto the interrogatories which they propound to the said James Lewis, and to be answered by him under oath under commission according to law.

Wherefore, your petitioners pray that a commission issue from your honorable court directed to W. Morgan Gurley, or any other notary public of the city of New Orleans, authorizing him to take in writing the tewtimony of the said James Lewis in answer to the interrogatories hereunto annexed, and to such cross-interrogatories as may be submitted by the plaintiff in the said cause—said testimony to be read in evidence on the trial of the said cause.

Petitioners further pray that, previous to being sent the
51 said interrogatories be submitted to the said plaintiff and served on it or its counsel as required by law.

Finally for all, general and equitable relief.

D. CAFFERY & SON.
J. SULLY MARTEL.
GILBERT L. DUPRE.
P. J. CHAPPUIS.

Order.

Considering the above and foregoing petition and the law in such case made and provided, it is ordered that a commission issue from this court as prayed for, returnable on or before April 21st. 1902 to take the depositions of James Lewis in answer to the interrogatories hereunto annexed, and to such interrogatories as may be added by the plaintiff, Corkran Oil & Development Co.; and it is further or-

dered that previous to being sent that said interrogatories be submitted to the said plaintiff and served on it or its counsel, as required by law.

Granted at Crowley, La. April 4th. 1902.

R. T. CLARK,
Clerk of Court.

Filed April 4th, 1902.
R. T. CLARK,
Clerk of Court.

We do hereby acknowledge that the above and foregoing petition and order of court, together with the annexed interrogatories were this day submitted to the plaintiff, Corkran Oil & Development Co. and served on the said plaintiff and its counsel.

Crowley, La., April 4th, 1902.

K. BAILLIO,
STORY & PUGH,
Att'ys for said Plaintiff.

Filed April 4/1902.
52 R. T. CLARK, Clerk.

For Defendants.

Interrogatories propounded on behalf of defendants to James Lewis, of New Orleans, La., answers to be taken before W. Morgan Gurley, notary public in and for th- city and parish of Orleans, marked "Z."

18th Judicial Dist. Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Interrogatories propounded on behalf of defendants in the above numbered and entitled suit to James Lewis, a resident of the city of New Orleans, Louisiana, answers to be taken before W. Morgan Gurley, notary public in and for the city and parish of Orleans.

First. What is your name, age, residence and official position?

Second. If you answer that you are the surveyor general of Louisiana, please state whether as such you are in control and have possession of, in your official capacity, all surveys, maps, plats, reports of surveyors, field notes, and other writings and observations connected therewith of the public lands of the United States situated in the State of Louisiana.

Third. If you answer that you are such custodian, and have control and possession of the surveys and other documents and
53 writings inquired of in the preceding interrogatory, please refer to the law under which you have such control and are in such possession.

Fourth. Have you in your office, and under your charge as custodian thereof, any survey or surveys, map or maps, with reports of the surveyors and their field notes accompanying or attached to same, of certain lands in the State of Louisiana, lying and being in section forty-seven, township nine, south of range two, west, Louisiana meridian, and if yea, attach copies of said documents and writings above referred to, with your official certificate and attestation of their being true and correct copies of all the documents, writings, maps, surveys, reports, field notes, etc. as you may say in answer to this interrogatory, you have in your official custody.

Fifth. Have you any other documents, writings, maps, surveys, reports, field notes, etc. in your office, and in your possession, relating to said lands in section forty-seven, township nine, south of range two, west other than the documents, writings, maps, surveys, reports, etc. inquired of above? If yea, attach duly certified copies of all such documents, maps, reports, field notes, etc. to your answer.

D. CAFFERY & SON,
J. SULLY MARTEL,
P. J. CHAPPUIS,
GILBERT L. DUPRE, Attorneys.

Filed 4/4/1902.
R. T. CLARK, Clerk.

Cross Interrogatories Propounded to James Lewis, Surveyor
54 General, Marked "Z 3."

18th Judicial Dist. Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET & ARTHUR LATREILLE ET ALS. } No. 1405.

Cross interrogatories to Honorable James Lewis, surveyor general.

Cross Int. I. Please state whether you have in your office the original, or a copy of an official report made by Hon. O. H. Brewster, surveyor general of Louisiana of date February 19th, 1880, relative to certain unconfirmed, but located, private land claims in the State of Louisiana, together with a list of said lands.

Cross Int. 2. If so, please annex such original or a certified copy to your answer hereto.

Respectfully submitted.

KENNETH BAILLIO,
STORY & PUGH,
Attorneys for Plaintiff.

Filed April 9, 1902.
R. T. CLARK,
Clerk of Court.

Application and Order Extending Return Day of Commission, Marked "P. 29."

18th Dist. Court, Acadia Parish, Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET & ARTHUR LATREILLE ET ALS. } No. 1405.

55 To the honorable judge of the above court:

The plaintiff corporation in the above suit respectfully represents:—

That some time since they caused to be issued commissions to the parishes of St. Landry, Calcasieu, and Grant as also several commissions to the State of Texas, with the object and purpose of taking the testimony which they desire to use in the said cause; and that though seasonably forwarded to their several destinations for execution said commissions have not as yet been returned.

Wherefore, petitioners pray that the time for the return of each and all of the said commissions be extended to some reasonable time in the future.

And petitioner prays for costs and for all and general relief.

By its attorney, KENNETH BAILLIO,
STORY & PUGH.

Order.

The foregoing petition considered it is ordered that the time for the return of each and all of the commissions referred to in the above and foregoing petition be, and it is hereby extended to on or before April 17th, A. D. 1902.

Signed at chambers at Crowley, Louisiana, this 7th day of April, 1902.

C. DE BAILLON,
Judge 18th. Jud'l Dist., La.

Filed April 7th, 1902.

D. B. HAYES, D'y Clerk.

Minute Entry of Date April 8th, 1902, Marked "P. 30."

56 TUESDAY, April 8th, 1902.

Court met as (usual) R. T. Clark as clerk of court and Jos. L. Murrell, sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } 1405.

Answer for Laurent Arnoudet, Arthur Latreille, Eugene Houssiere and Wm. M. Fitzhugh filed. Interrogatories on behalf of the defendants, Arnoudet, Latreille Houssiere, Fitzhugh and S. A. Spencer & Co. addressed to Honorable E. A. Hitchcock filed, and on motion of counsel for these said defendants a commission is hereby ordered to issue directed to any commissioner of deeds for the State of Louisiana, residing at Washington city or any notary public of said city authorizing him to take the deposition of said witness said commission & deposition returnable on or before the 1st. Monday of May 1902.

Answer of Laurent Arnoudet, Arthur Latreille, Eugene Houssiere. and Wm. M. Fitzhugh, Marked "P. 31."

18th. Judicial District Court, Parish of Acadia, State of Louisiana,

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNOUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

Now come defendants, Laurent Arnoudet, Arthur Latreille, Eugene Houssiere and Wm. M. Fitzhugh, through undersigned counsel, and reserving the benefit of the exceptions herein-
57 before filed, and insisting on a trial thereof *in limine* and before reaching the merits, who for answer to plaintiff's petition say true it is that Anthony Cockran or Corkran "claimed during his lime time" the land claimed by plaintiff herein, and true it is that the land claimed, was patented by the United States Government to Anthony Cockran and his heirs under and according to the provisions of the act of Congress of date 10th Feb'y 1897 entitled "An act to quiet title and possession with respect to certain located but unconfirmed private land claims in the State of Louisiana." And your respondents further answering say that said act of Congress is fully set out in the preamble to the patent issued there under to Anthony Cockran and his heirs on the 2nd day of November, 1897, and that by and under the provisions of said act, the United States relinquished title to about eighty thousand acres of

land in the State of Louisiana, and especially provided that while the patent should issue in the name of the original claimants or his heirs, the title of the United States should be granted in fee simple to the respective owners of the equitable title thereto and their respective heirs and assigns, and that nothing in the act should abridge, divest, impair, injure or prejudice any valid right, title or interest of any person or persons in and to any portion of part of the lands mentioned in the first section of said act, which first section mentions and includes all the unconfirmed but located private land claims in Louisiana at the date of the passage of the act, of which unconfirmed but private land claims, the claim of Anthony Cockran to certain lands, then in the parish of St. Landry situated on Bayou des Cannes in the lower Mamouth in section forty-seven, township nine (9) range two (2) west, was one and is now the land in controversy in this suit.

And your respondents say that the true intent of said
58 act of Congress is fuily set out in the second section thereof, as follows: "The true intent of this act being to relinquish and abandon, grant, give and concede any and all right, interest and estate in law and equity which the United States has, or is supposed to be entitled to in said land in favor of all persons, firms or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription, in the absence of all said interest and estate of the United States.

And your respondent*d* say that under and by virtue of the law of Louisiana, all the right, title and interest of Anthony Cockran and his heirs, in and to the lands claimed by plaintiff, and patented as aforesaid to Anthony Cockran and his heirs, had been divested long prior to the issuance of the aforesaid patent, and was held in full and complete ownership long prior to the date of said patent by the authors of defendants, and by defendants, under good valid and perfect titles, by and under the laws of Louisiana, including the laws of prescription.

Respondents further say that the authors of defendants, and defendants themselves had acquired by true and valid title, all the right, title and interest and estate at law or equity of the United States in and to said land patented to Anthony Cockran and his heirs prior to the issuance of said patent, under and by virtue of endefeasible alienation of said land under the laws of Louisiana, providing for the sale of all lands situate within its borders for nonpayment of the taxes necessary for the due operation of the government thereof; and by the alienation thereof from the purchaser at tax sale, and from such alienee, through mesne conveyances to your respondents all of which alienations are translative of property, under which the respective purchasers went into possession and exercised quietly, peac-ably and uninterruptedly, all and every
59 act of ownership from the time of their respective purchases, and during their respective possession until this present time. And they further say that the unconfirmed but located pri-

vate land claim in and to the land so patented to him and his heirs was susceptible of taxation under the laws of Louisiana, and was properly assessed and sold for taxes, as will be hereinafter specially set out.

Respondents further say that their chain of title is as follows, to-wit:

That on the 2nd day of December, 1882 at the court house in the town of Opelousas, parish of St. Landry, in which parish the lands in question were then situated, Cornelius C. Duson sheriff and *ex-officio* tax collector in and for said parish, did sell the following described property at public sale, after due advertisement, to Henry Gellert or Gillert, viz: four hundred and eighty (480) acres of land situated in the lower Prairie Mamouth on Bayou des Cannes, being in township nine (9) south of range two (2) west being the property of Anthony Cockran, as per assessment roll of the State of Louisiana of the year 1881; to satisfy a debt due said State for the unpaid taxes of the year 1881 for the price and sum of twenty-five ($25) dollars.

That on the 27th day of December, 1882, the said Duson sheriff and *ex-officio* tax collector before G. L. Dupre, notary public, parish of St. Landry, did execute in favor of the said Henry Gellert, a tax deed for said property described as above, which deed was recorded on December 27, 1882 in Conveyance Book "N" No. 2 at pages 55 and 56 in the office of the clerk and recorder of the parish of St. Landry.

Further, that on December 10th, 1894, Henry Gellert by deed acknowledged before W. B. Anderson, notary public, Calcasieu parish, La., did sell and convey to James L. Bradford, "a one
60 fourth (¼) interest" in and to that certain tract of land lying and situate in the parish of Acadia, said State, and described as follows, to-wit: Section No. forty-seven (47) township No. nine (9) south range two (2) west, Louisiana meridian, said tract being known as the Anthony Cockran grant, and fronting on Bayou des Cannes, on the lower Mamouth Prairie, in said Acadia parish, Louisiana, and which the vendor purchased at tax sale about the year 1882.

Further, that on the 1st of December, 1897, by authentic act before J. E. Barry, notary public, Acadia parish, La. James L. Bradford by Welman Bradford, agent, did sell and convey to Jean Gay an "undivided one fourth (¼) interest in and share in and to a certain tract of land known as the Anthony Cockran claim in section No. forty-seven (47) township nine (9) south of range two (2) west, Louisiana meridian."

Further, that by deed acknowledged before W. B. Anderson, notary public, Calcasieu parish, La. on December 10th, 1894, Henry Gellert sold and conveyed to Max E. Goetze three fourths (¾) interest in and to that certain tract of land lying and situate in the parish of Acadia, and State of Louisiana described as follows, to-wit: "Section forty-seven (47) in township nine (9), south of range two (2) west, Louisiana meridian; said tract being known as the Anthony

Cockran grant; and fronting on the Bayou des Cannes in the lower Prairie Mamou, in said Acadia parish, and which Gellert purchased at tax sale about the year 1882."

Further, that Max E. Goetze, the same individual who was the aforesaid vendee of Gellert, did by act of sale dated and acknowledged Oct. 26, 1895, before J. Barton, justice of the peace, Ouchita county, Texas, sell to Mrs. Annie Inderstroodt "the undivided three fourths (¾) of section forty-seven (47) in township nine (9) south of range two (2) west, Louisiana meridian known and described
61 as the Anthony Cockran grant, situated in the lower Prairie Mamou on the right bank of Bayou des Cannes in the parish of Acadia, La. containing six hundred and forty (640) acres more or less. "Recorded in the recorder's office, parish of Acadia, La. November 11th, 1895 in Conveyance Book "M" at page 423.

Further, that Annie Inderstroodt, by act before H. C. Wilkins, notary public, parish of Acadia, La. on the 21st. of December, 1895, and duly recordod in the recorder's office of the same parish in Conveyance Book "M" at page 659, through Henry Gellert, her agent, conveyed to Valentin Huber "the undivided three fourths (¾) of section forty-seven (47) in township nine (9) south range two (2) west, Louisiana meridian, known and described as the Anthony Cockran grant situated in the lower Prairie Mamou on the right bank of Bayou des Cannes containing six hundred and forty (640) acres of land, more or less."

Further, that on the 20th. of April, 1896, Valentin Huber by deed before P. J. Chappuis, notary public, Acadia parish, La. recorded in said parish, April 20, 1896, in Conveyance Book "M" at pages 464 and 465, conveyed to Jean Gay and Laurent Arnaudet all his rights, title and interest in and to "the undivided three fourths (¾) of the following property to-wit: Section forty-seven (47) township nine, south of range two (2) west, Louisiana meridian known and described as the Anthony Cockran grant situated in the lower Prairie Mamou on the right bank of Bayou des Cannes and containing six hundred and forty (640) acres more or less. Being the same property which vendor acquired on December 1895 from Mrs. Annie Inderstroodt.

Further, that Jean Gay and Laurent Arnaudet, by act before A. C. Lormand, notary public, Acadia parish, La. of date January 7th, 1901, and recorded in same parish January 9th, 1901 in Conveyance Book "X" at pages 62 and 63, recite that they own the following land to-wit: "section forty-seven (47) in township nine (9) south or range two (2) west, Louisiana meridian and
62 containing five hundred (500) acres, more or less and that Jean Gay being the owner of three fourths (¾) of said land and Laurent Arnoudet being the owner of one fourth (¼) thereof they did by the deed aforesaid partition and divide the said land in kind and they did proceed to divide and did divide it as follows, to-wit:

The said Laurent Arnaudet took as his share the north one fourth

(¼) of said section, the dividing line to run east to westward in parallel lines with said section No. forty-seven (47) and the said north one fourth (¼) to contain one hundred and forty-five acres more or less.

And the said Jean Gay took as his share the south three fourths (¾) of said section, containing four hundred and thirty-five (435) acres, more or less, the dividing line to run as above.

And further, that Jean Gay by act before H. C. Wilkins, notary public, Acadia parish, La. on Feb'y 26, 1901, recorded in Acadia parish March 12, 1901, in Conveyance Book "X" at pages 563 and 564, sold and conveyed to Arthur Latreille the north half (½) of the three-fourths (¾) of the land known as the Anthony Cockran claim in section forty-seven (47) township nine (9) south of range two (2) west Louisiana meridian—the said lines running east and west parallel with the section lines, containing two hundred and seventeen and $\frac{50}{100}$ acres more or less.

Further, that by notarial act before H. C. Wilkins, notary public, Acadia parish, dated February 26, 1901, and recorded in Acadia parish March 12th, 1901 in Conveyance Book "X" pages 364 and 364 and in Mortgage Book No. 10 at page 396, Jean Gay sold delivered and transferred to Eugene Houssiere and for the consideration in the deed mentioned the following described land, to-wit:

The south ½ of the south ¾ of the tract of land known as
63 the Anthony Cockran claim, situated in section forty-seven (47) township nine (9) south of range two west Louisiana meridian. Said lines running east and west parallel with the section lines and containing two hundred and seventeen and $\frac{50}{100}$ acres more or less.

And your respondents say that Henry Gellert went into possession immediately after he acquired, as aforesaid, at tax sale of the lands sold to him and that said tax sale embraced the whole of section forty-seven (47) township nine (9) south of range two (2), west, Louisiana meridian.

Further, that all the purchasers subsequent to Gellert went into immediate possession of the land at the date of the respective purchases and that they, as well as Gellert occupied same as owners with undisturbed and quiet possession; plowed, fenced, ditched and cultivated the same in various crops and erected various improvements thereon and exercised without disturbance, all power and function of ownership.

And they further say that the land purchased by Gellert at the tax sale aforesaid, is the same land patented to Anthony Cockran or his heirs, and that the superficial area in acres mentioned in the tax deed to Henry Gellert is controlled by the description of the land set out in the said deed, and that the same conveyed, as it was intended to convey, all the right, title and interest of Anthony Cockran or his heirs in and to the unconfirmed but located private land claim of said Anthony Cickran or his heirs to section forty-seven

(47) township nine (9) south of range two (2) west on Bayou des Cannes in the lower Prairie Mamou, parish of Acadia.

Respondents say that their author Jean Gay applied first for patent issued by the Government as aforesaid, through his attorney in fact, Wilman Bradford, and that the patent only issued in compliance with the third section of said act of Congress of February 10, 1897, not as recognizing any title to said Anthony Cockran or his heirs absolutely but for the benefit of all parties, who had ac-
64 quired title to said lands under the laws of Louisiana, prior to the issuance of said patent. And that in law and fact the patentees hold under said patent as trustees for the beneficiaries holding the legal and equitable title sprin-ing from the laws of Louisiana, recognized in said act of Congress.

Defendants specially plead in bar of this action, and in support of their titles, the prescription of three, five and ten years.

The- say that the prescription of three years established by article 233 of the Louisiana constitution of 1898 is a complete bar to this action.

Respondents say that they have paid taxes upon said property amounting to three hundred ($300.00) dollars.

And your respondents Latreille, Arnaudet and Houssiere say that they have placed upon said land valuable improvements amounting in the aggregate to upwards of twenty thousand ($20,000) dollars. They say that they are in possessors in good faith holding under title translative of property and should their title be declared defective that they are entitled to the value of their improvements.

All allegations of the petition not admitted or specially denied are generally denied.

Wherefore the premises considered they pray that plaintiff's action be dismissed at *his* costs and they pray that in case of eviction, plaintiffs be decreed to pay respondents in proportion to their respective ownership, the sum of twenty thousand ($20,000.00) dollars for the value of useful improvements erected by them on the land and three hundred ($300.00) dollars for taxes paid and that possession be not ordered until said sum is paid as herein asked and they pray for general relief, etc.

By their attorneys, D. CAFFERY & SON,
J. SULLY MARTEL,
P. J. CHAPPUIS.

65 Filed April 8/1902.
R. T. CLARK, Clerk.

Application and Order to Take Testimony on Part of Plaintiff, Marked "P. 32."

18th Judicial District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

To the eighteenth judicial district court, parish of Acadia, Louisiana:

The petition of the Corkran Oil & Development Company herein appearing through C. C. Duson, its president, respectfully represent:—That it desires to take the depositions of William P. Glaze, Eliza M. Glaze, wife of F. W. Lutz, Frank Guillory, Robert McDaniel, Sarah Jane McDaniel, wife of Gilbert Baillio, Valsin Le Doux, Andrew J. Thompson, Misso Lewis widow of Leon Campbell and William Shuff, all residents of the parish of St. Landry, and Mary Stanley, wife of John Eves, and Martha Vincent, wife of Berry Cooley, residing in the parish of Calcasieu William Perkins residing in the parish of Rapides, and of Henry E. Thompson of Greer county, Oklahoma Territory, in answer to interrogatories herein propounded for their answers.

That said deposition- *is* material and necessary in order to support the allegations set out in said cause.

That a commission be issued to some notaries public or some other persons competent to take the same.

66 Wherefore, petitioner prays that a commission be issued herein directed to some notaries public in the several parishes above named, directing them to take the depositions of the parties named in the above petition in answer to the interrogatories herein propounded and made part hereof; and that said commission be made returnable on or before the 5th day of May, 1902. That the defendants be served with notice hereof & interrogatories according to law.

By its attorneys, KENNETH BAILLIO,
STORY & PUGH.

STATE OF LOUISIANA, }
Parish of Acadia. }

C. C. Duson, being first duly sworn deposes and says:—That he is the president of the plaintiff corporation named in the foregoing petition, and that all the allegations in said petition are true and correct; and that the depositions of the witnesses to the interrogatories propounded are material and necessary to support and substantiate the allegations of plaintiff's petition.

C. C. DUSON.

Sworn to and subscribed before me this 9th. day of April, 1902.
E. W. PUGH, JR.,
Notary Public.

Order.

Let commissions be issued to notary publics in the parishes of St. Landry, Calcasieu and Rapides, State of Louisiana, and Greer county, Oklahoma Territory, respectively to take the depositions of the witnesses residing in said parishes and county, respect-
67 ively and let said commissions and the interrogatories and answers thereto be made returnable on or before the 5th. day of May, 1902.

Given at Crowley, La. this 10th day of April, 1902.
C. DEBAILLON,
Judge 18th Jud'l Dist., La.

Filed April 10th, 1902.
D. B. HAYES, D'y Clerk.

Interrogatories Propounded on Behalf of Plaintiff, Marked "P. 33."

Eighteenth Judicial Dist. Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

Interrogatories propounded on behalf of plaintiff in above numbered and entitled cause under commission granted herein on the 10th day of April, A. D. 1902.

Addressed to

William P. Glaze ..... St. Landry parish.
Eliza M. Glaze, wife of F. W. Lutz..... " " "
Frank Guillory..... " " "
Robert McDaniel..... " " "
Sarah Jane McDaniel, wife of..... " " "
Gilbert Baillio..... " " "
Valsin Ledoux..... " " "
Andrew J. Thompson..... " " "
Misso Lewis, widow of Leon Campbell..... " " "
William Shuff..... " " "

68 II.

Mary Stanley wife of John Eves..... Calcasieu parish, La.
Martha Vincent, wife of Berry Cooley..... " " "

III.

Willian Perkins..... Rapides parish, La.

IV.

Henry E. Thompson..... Greer Co., Oklahoma.

I. Please state your name, age, occupation and residence?

II. Please state who were your grand-parents on your mother's side?

III. Please state whether your grand-parents on your mother's side were married and if so, whether either or both of them are dead, where they died, and what children they left, if any?

IV. If you state in answer to the foregoing interrogatory that your grand-parents on your mother's side were married and that they had children, please give the names of their children and also where they resided and if any of them were married, state to whom, as also what children issued from said marriages and if any of them died with or without issue, please give their names and the names and residence- of such issue?

V. Please state how and in what manner you derived your information of the facts herein inquired about, and if any of said facts were derived from hearsay or family repute, please so state?

VI. Please attach hereto any family records or papers you have in your possession bearing on any of the matters herein inquired about?

Respectfully submitted,

KENNETH BAILLIO,
STORY & PUGH,
Attorneys for Plaintiff.

Filed April 10th, 1902.

69 D. B. HAYES, D'y Clerk.

Service of above interrogatories &c. accepted.
Crowley, La., April 10th, 1902.

P. J. CHAPPUIS,
For Defendants Arnoudet, Houssiere, Latreille, Fitzhugh, & S. A. Spencer & Co.

Application and Order to Take Testimony on Part of Ptaintiff, Marked "P. 34."

18th. Judicial District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

To the judge of the eighteenth judicial district court in and for the parish of Acadia, State of Louisiana:

The petition of the Corkran Oil & Development Company, herein appearing through C. C. Duson, its president—respectfully represents: That it desires to take the depositions of William Bundick, William W. Hanchette, Bridget Row, wife of William T. Long, re-

siding in the parish of St. Landry:—Katie McDaniel, wife of James C. Nash, residing in Calcasieu parish—Margaret Nicholls, widow of M. M. Massey of Tyler county, Texas and—Eliza West, widow of —— Nugent, of Limestone county, Texas, in answer to interrogatories herein propounded and made part hereof.

Petitioner alleges that the depositions sought to be taken in the above cause are material aud necessary to support and substantiate the allegations of the plaintiff's petition and to carry out the same successfully.

70 Wherefore, it prays that the premises being considered a commission be directed to some notaries public residing in the parishes of St. Landry and Calcasieu, State of Louisiana, and the counties of Tyler and Limestone, State of Texas, in their respetive counties and parishes, to take the depositions of the witnesses named in this petition in answer to the interrogatories herein propounded; and that said interrogatories, the answers and the commission under which the same are taken, be made returnable to this honorable court on or before the 5th. day of May, 1902. That the defendants be served with notice hereof & copies of interrogatories according to law.

And petition prays for general and equitable relief.

By its attorneys, STORY & PUGH,
KENNETH BAILLIO.

STATE OF LOUISIANA, }
Parish of Acadia. }

C. C. Duson, being duly sworn deposes and says: That he is the president of the plaintiff corporation, named in the foregoing petition, and that the allegations of said petition are true and correct; and that the depositions of the witnesses named in the foregoing petition are material and necessary in support of the cause of said plaintiff as set out in its above petition.

C. C. DUSON.

Sworn to and subscribed before me this 9th day of April, 1902.

E. N. PUGH, JR.
Notary Public.

71 Order.

Let commissions be issued to notaries public, in and for the parishes of St. Landry and Calcasieu, State of Louisiana, and the counties of Tyler and Limestone, State of Texas, respectively to take the depositions of the witnesses residing in said parishes and counties aforesaid, respectively and named in the above petition, in answer to the interrogatories herein propounded to them, and each of them, respectively and that said commissions, interrogatories and

answers be made returnable on or before the 5th day of May A. D. 1902.

Given at Crowley, La. this 10th day of April 1902.

C. DE BAILLON,
Judge 18th Jud'l Dist., La.

Filed April 10th, 1902.
D. B. HAYES, D'y Clerk.

Interrogatories Propounded by Plaintiff, Marked "P. 35."

Eighteenth Judicial District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

Interrogatories propounded on behalf of the plaintiff in above numbered and entitled cause under commisson granted herein on the 10th. day of April, 1902.

Addressed to

William Bundick..... St. Landry parish.
Wm. W. Hanchette..... " " "
Bridget Row, wife of Wm. T. Long..... " " "

72 II.

Katie McDaniel, wife of James C. Nash..... Calcasieu parish.

III.

Margaret Nicholls, widow of M. M. Massey.. Tyler Co., Texas.
Eliza West, widow of —— Nugent..... Limestone Co., Texas.

I. Please state your name, age, occupation and residence.

II. Please state who were your grandparents on your father's side?

III. Please state whether your grand-parents on your father's side were married, and if so, whether either or both of them are dead, where they died, and what children they left, if any?

IV. If you state in answer to the foregoing interrogatory that your grand-parents on your father's side were married and that they had children, please give the names of their children, as also where they resided, and if any of them were married, state to whom, as also what children issued from said marriages, and if any of them died with or without issue, please give their names and the names and residence of such issue?

V. Please state how and in what manner you derived your information of the facts herein inquired about, and if any of said facts were derived from hearsay or family repute please so state.

VI. Please attach any family records or papers you have in your possession bearing on any of the matters herein inquired about?

Respectfully submitted,

KENNETH BAILLIO,
STORY & PUGH,
Attorneys for Plaintiff.

Filed April 10th, 1902.
D. B. HAYES, D'y Clerk.

Service of above interrogatories &c. accepted.
Crowley, La., April 10th, 1902.

P. J. CHAPPUIS,
For Defendants Arnoudet, Houssiere, Latreille,
73 Fitzhugh, & S. A. Spencer & Co.

Application and Order to Have *Curator ad Hoc* Appointed for J. G. Dyer, Absentee, Marked "P. 36."

Eighteenth District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

To the eighteenth judicial district court, parish of Acadia, State of Louisiana:

The petition of the Corkran Oil & Development Company respectfully represents:

That since the institution of the above numbered and entitled cause, one of the defendants, J. G. Dyer, has departed from this State and is at present living in Mackberg, the State of Ohio, his whereabouts in said State being unknown to your petitioner.

That your petitioner has applied for a commission directed to notaries public in and for the parishes of Calcasieu, St. Landry and Rapides, State of Louisiana, and the counties of Limestone and Tyler, State of Texas and county of Greer, Territory of Oklahoma, for the purpose of taking the deposition of witnesses named in its application for commission, residing in the respective counties, parishes and States, aforesaid,

That it is unable to have personal service of notice made on the said J. G. Dyer, he being absent from the State

Wherefore, petitioner prays that the premises being considered, a *curator ad hoc* be appointed to represent the said J. G. Dyer, in this cause and upon whom service of the interrogatories pro

pounded shall be served and contradictorily with whom these
74 proceedings may be carried on.

And petitioner prays for all such other orders and decrees as may be deemed meet and proper; and for all and general relief.

By its attorneys, STORY & PUGH.

Order.

Let James E. Barry be appointed and qualified as *curator ad hoc* to represent J. G. Dyer, one of the defendants in the foregoing named suit, and upon whom service of the notice of the interrogatories propounded by plaintiffs be served.

Thus done and signed this 11th day of April, 1902.

C. DEBAILLON,
Judge 18th Jud'l Dist., La.

Filed April 11 / 1902.
R. T. CLARK, Clerk.

Appointment for *Curator ad Hoc* for J. G. Dyer, Absentee, Mkd. "P. 37."

STATE OF LOUISIANA, }
Parish of Acadia. }

I, James E. Barry of the State of Louisiana and parish of Acadia, do solemnly swear that I will well and faithfully perform all and singular the duties and functions incumbent on me as *curator ad hoc* to J. G. Dyer, absentee defendant in suit No. 1405 D. C. Acadia p'h La. to the best of my judgment and abilities, according to law—so help me God.

J. E. BARRY.

Sworn to and subscribed, at Crowley this 12th day of April, 1902.
Before me

D. B. HAYES.

75 THE STATE OF LOUISIANA, }
Parish of Acadia. }

To all whom it may concern:

Be it known, that I, Dallas B. Hayes, d'y clerk of the eighteenth district *district* court in and for the aforesaid parish have this day, the 11th day of April in the year one thousand, nine hundred and two by virtue of an order of the Honorable C. Debaillon, judge of said district court, bearing date the 11th day of April, 1902, appointed and do hereby appoint James E. Barry, *curator ad hoc*, to J. G. Dyer, absentee, defendant in suit No. 1405 D. C. Acadia p'h, La. hereby vesting him, the said James E. Barry, as *curator ad hoc*

with all the powers and authorities contemplated by the laws of this State, in such cases made and provided—the previous requisites of the law having been complied with.

In testimony whereof, I have hereunto signed and affixed the seal of my office, at Crowley the day and year above written.

D. B. HAYES, D'y Clerk.

Filed 4 / 12 / 02.
D. B. HAYES, D'y Clerk.

Minute Entry of Date May 5th, 1902, Marked "P. 38."

MONDAY, May 5th, 1902.

Court met as (usual) R. T. Clark as clerk of court and A. D. Le Blanc deputy sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } 1405.

76 On motion of plaintiff's counsel all commissions heretofore issued herein for taking depositions of witnesses under order of this court of date April 9 1902 and not returned thereunder is extended until on or before the 1st day of June, 1902.

Minute Entry of Date May 26th, 1902, Marked "P. 39."

MONDAY, May 26, 1902.

Court met as (usual) R. T. Clark as clerk of court and Jos. L. Murrell, sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } 1405.

On motion of defendants' counsel a commission is ordered to issue directed to any commissioner of deeds for Louisiana at Washington, D. C. to take the deposition of Bingar Hermann, Commissioner General Land Office in answer to interrogatories this day filed. Commission returnable on or before July 1st, 1902.

77 Parish of Acadia, State of Louisiana.

——— ———
vs.
LAURENT ARNOUDET ET AL. } No. 1405.

Interrogatories to be propounded to the Honorable Binger Hermann, Commissioner of the General Land Office, Washington, D. C.

No. 1. Please give your name, age, residence and official position?
No. 2. Have you in your official possession, or under your con-

trol in your department, all or any, documents writings and printed matter relating to the public lands, and claims on public lands by private individuals, in the State of Louisiana.

No. 3. If you answer affirmatively to the foregoing interrogatory please state whether you have among the documents, writings or printed matter relating to public lands in Louisiana, any documents, writings or printed matter relating to unconfirmed but located private land claims, in said State of Louisiana?

No. 4. If in answer to the preceding interrogatory, you state that you have in your department, documents, writings or printed matter relating to unconfirmed but located private land claims in the State of Louisiana, state whether there are among said documents, any writings or printed matter to the unconfirmed but located private land claims situated in section forty-seven, township nine, south of range two west Louisiana meridian.

No. 5. If you answer affirmatively to the preceding interrogatory please attach to your answer certified copies of so much of the documents, writings or printed matter of an official character as relate to the unconfirmed but located private land claims in section forty seven, township nine—south of range two west Louisiana meridian, excepting the documents enumerated in the annexed letter of instructions to the Louisiana commissioner taking this deposition.

No. 6. Have you under your control, or in your possession as Commissioner of the General Land Office, any official correspondence between a former Secretary or former Secretaries of the
78 Interior, and the Congress of the United States, or either branch of the Congress of the United States, relating to the unconfirmed but located private land claims to lands in Louisiana. If yes, please attach to your answer certified copies of all such correspondence relating to township nine, south of range two west, Louisiana meridian.

No. 7. If any of the correspondence that you may have has taken place between the Secretary or Secretaries of the Interior, and the Congress of the United States or either branch thereof, in the form of a Senate or House document, please attach a certified copy of said document to your answer.

No. 8. If there is any other correspondence in your office relating to said section forty-seven, township nine, south range two west, Louisiana meridian, please annex same to your answer. Any correspondence between the Commissioner of the General Land Office and other persons is particularly desired.

No. 9. Is your department the depository of the original surveys of the public lands of the United States? If it is, please state whether there is in your department any official survey or surveys of section forty-seven, township nine, south of range two, west, Louisiana meridian deposited in your department

No. 10. If you answer affirmatively to the foregoing interrogatory please attach to your answer certified copies of such survey or surveys as you may have of section forty-seven, township nine, south of

range two west, Louisiana meridian with copies of all plats, reports, field notes or other observations contained in said surveys.

No. 11. Please refer to the law where by your department is made the depository of all documents, writings, printed matter and surveys inquired on in the foregoing interrogatories.

D. CAFFERY & SON,
P. J. CHAPPUIS,
J. SULLY MARTEL,
GILBERT L. DUPRE,
Attorneys.

79 Filed May 26 1902.
R. T. CLARK, Clerk.

STATE OF LOUISIANA, }
Parish of Acadia. }

Before the undersigned notary public personally came and appeared: Arthur Latreille, of the parish of Acadia, who upon his oath first by me duly administered deposed and said that he is one of the defendants propounding the annexed interrogatories in the matter of the cause number 1405 of the civil docket of the district court in and for the parish of Acadia entitled "Corkran Oil & Development Company *vs.* Laurent Arnoudet *et als.*" and that the testimony sought to be elicited in answer to said interrogatories is important and material to the said cause, and necessary in order to repel the demands of the plaintiff therein, and to establish the defenses of the defendants.

ARTHUR LATREILLE.

Sworn to and subscribed before me this 9″ day of May, 1902.

L. C. ST. GERMAIN,
Notary Public, Calcasieu P'h.

It is acknowledged that the above and foregoing interrogatories and affidavit as well as the order of the court thereon this day entered upon the minutes of the court, were this day duly served upon the plaintiff and its counsel and duly notified to them.

KENNETH BAILLIO,
STORY & PUGH,
Att'ys for Pl'ff.

Filed May 26th, 1902
R. T. CLARK, Clerk.

80 For Defendants.

Cross-interrogatories Propounded to Hon. Binger Hermann, No. 14, Marked "P. 41."

18th Jud'l District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

Cross-interrogatories to Honorable Binger Hermann, Commissioner of General Land Office, Washington, D. C. to be answered by him under commission sued out by defendants in above suit to wit:

Cross-int. 1. Please state whether you have in your possession an official letter of Honorable Cark Schurz, then Secretary of the Interior of date March 8th, 1880, transmitting a written report of Hon. O. H. Brewster surveyor general of Louisiana of date February 19th 1880, in relation to certain unconfirmed but located private land claims in the State of Louisiana to President of the United States Senate of the second session of the 46th Congress of the United States?

Cross-int 2. If so, please annex a certified copy of said letter and report as a part of your answer.

Respectfully submitted,

KENNETH BAILLIO,
STORY & PUGH,
Att'ys for Pl'ff.

Filed May 28/1902.
R. T. CLARK,
Clerk of Court.

81 Minute Entry of Date May 29th, 1902, Marked "P. 42."

THURSDAY, May 29, 1902.

Court met as (usual) R. T. Clark as clerk of court and Joseph L. Murrell as sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } 1405.

Motion to strike out a part of the answer filed. Rule to show cause why the deposition heretofore filed should not be used as evidence filed. On motion of counsel for plaintiff the return day of all commissions issued under order of court of date May 5/1902 is extended to on or before July 1st 1902.

Motion to Strike Out by Plaintiff, Marked "P. 43."

Eighteenth District Court, Parish of Acadia, Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

Now come the plaintiffs into open court in the above entitled cause and respectfully aver, that the defendants in the above cause make the following averments in their answer to-wit:

"And your respondents say that Henry Gellert went into possession immediately after he acquired as aforesaid, the land sold to him at tax sale, and that said tax sale embraced the whole of section forty-seven (47) township nine (9), south range two (2) west, Louisiana meridian."

"That all the purchasers subsequent to Gellert went into possession of the land at the dates of their respective purchases, and that they, as well as Gellert, occupied the same as owners with undisturbed and quiet possession; plowed, fenced, ditched and cultivated in various crops, and erected various improvements thereon, and exercised without disturbance the powers and functions of ownership.

82 "And they further say that the land purchased by Gellert at the tax sale aforesaid is the same land patented to Anthony Corkran or his heirs, and that the superficial area in acre mentioned in the tax deed to Henry Gellert is controlled by the description of the land set out in the said deed, and that the same conveyed as was intended to convey, all the right, title and interest of Anthony Corkran or his heirs, in and to the unconfirmed but located private land claim of said Anthony Corkran or his heirs to section 47 tp. 9 S. R. 2 W. on Bayou des Cannes in lower Prairie Mamou, parish of Acadia."

That the aforementioned averments quoted from defendants' answer in this suit, contradict in terms the averments contained — previous parts of said answer, in which, among others, the following averment is made—"And they further say that the unconfirmed but located private land claim, is and to the lands so patented to him and his heirs was susceptible of taxation under the laws of Louisiana and was properly assessed and sold for taxes as will be hereinafter specially set out."

In which said last quotation the averment is distinctly made that the description in the tax title referred to in the answer correctly describes said property as follows:—

"Four hundred and eighty (480) acres of land situated in lower Prairie Mamou on Bayou des Cannes, being in township nine (9) south of range (2) west, being the property of Anthony Corkran as per assessment rolls of the State of Louisiana of the year 1881. * * *

That the first quoted averments herein are further amenable to the objection that the description- in the deeds are not susceptible of correction, reformation, re-construction or to being varied explained, contradicted, amplified or modified by parol evidence and that the only purposes that the first mentioned quotations of the averments could serve would be to establish a basis for the introduction of parol or other evidence, for the purpose of reforming, correcting, re-
83 constructing, altering, modifying or contradicting the recitals in the deeds or pretended deeds of sale referred to in the answer, and which in law is inadmissible.

Petitioners and movers respectfully declare that under the circumstances all of the said averments in the answer first above quoted, in which the description in deeds or sales referred to by the defendants and set up as muniments of title should be stricken from the answer of the defendants as being self-contradictory, inadmissible, irrelevant and illegal.

Wherefore, your petitioners and movers respectfully pray that the first above quoted averments of the defendants' answer herein be stricken therefrom; and they pray accordingly for all further orders and decrees in the premises, and for costs and general relief.

By their attorneys, KENNETH BAILLIO,
STORY & PUGH.

Acknowledged that service was this day duly made of the within petition.

Crowley, La., May 29th, 1902.

D. CAFFERY & SON,
J. S. MARTEL,
G. L. DUPRE,
P. J. CHAPPUIS, Att'ys.
ROBERT MONTGOMERY,
Att'y for S. M. Scott & J. C. Beatty.
J. E. BARRY,
Attorney for Defendant-Stevens & Dyer.

Filed May 29/1902.

R. T. CLARK,
Clerk of Court.

84 Rule to Show Cause Why Depositions Should be Used as Evidence, Marked "P. 44."

Eighteenth District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

To the honorable judge of the above court:

The petition of the plaintiffs in the above cause whose names are severally set out in full in the original petition herein, respectfully represents:—

That they have caused to be taken by commission duly and regularly issued from your honorable court in the above-entitled cause, the depositions and testimony of the following named witnesses to be used in their behalf on the trial of the above cause, towit:—

1st. The testimony of Mrs. Emelia McDaniel, Charles Teal Junior Sarah Teal and Robert Doucet, taken before B. H. Pavy, notary public of St. Landry parish, Louisiana.

2nd. Deposition of Eliza G. Bundick, wife of William Abernethy taken before E. S. Farris, justice of the peace and *ex-officio* notary public of Atascosa county, Texas.

3rd. Depositions of Louis M. Nicholls and William C. Teal taken before Farris McGinty, notary public of Grant parish, Louisiana.

4th. Deposition of Martin W. Bundick, taken before J. T. Campbell, clerk of the district court of Guadalupe county, Texas.

5th. Deposition of Katie Nash, taken before A. N. Mayo, notary public of Calcasieu parish, Louisiana.

85 6th. Deposition of William Perkins taken before John W. Britt, notary public, in and for Rapides parish, Louisiana.

7th. Deposition of Mrs. Margaret E. Massey, widow of M. M Massey taken before D. H. Johnson, notary public of Angelina county, Texas.

8th. Deposition of A. C. Thompson, taken before M. A. Bryan, notary public of Greer county, Oklahoma.

That said commissions have been duly and regularly executed, and duly and regularly returned to this court and should be received in evidence on the trial of the above cause.

Wherefore, plaintiffs and petitioners pray that the defendants in the above cause be ruled to show cause, on a day and hour to be appointed for that purpose, why the said depositions should not be received and read in evidence on the trial of the above cause; and that on the trial of said rule the same be made absolute and the said commissions decreed to have been regularly and duly issued and returned to this court.

And petitioners pray for all further orders and decrees in the premises, and for costs and general relief.

By their attorneys, STORY & PUGH,
KENNETH BAILLIO.

Service of above rule acknowledged this 29th, day of May, 1902.

D. CAFFERY & SON,
J. SULLY MARTEL,
G. L. DUPRE,
P. J. CHAPPUIS, Att'ys.
THOS. R. SMITH,
Att'y for Crowley Oil & Mineral Co.
J. E. BARRY,
Att'y for Stevens & Dyer.
ROBERT MONTGOMERY,
Attorney for S. M. Scott & J. C. Beatty.

Filed May 29/1902.

R. T. CLARK,
Clerk of Court.

86 Minute Entry of Date June 3rd, 1902, Marked "P. 45."

TUESDAY, June 3rd, 1902.

Court met as (usual) R. T. Clark as clerk of court and Joseph L. Murrell as sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } 1405.

Fixed for the fourth Monday of June, 1902 at 3 o'clock p. m.

Intervention of F. R. Martin, Marked "P. 46."

18th Judicial District Court, Parish of Acadia, Louisiana.

CROK-AN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET ET ALS. } No. 1405.

To the hon. the judge of the 18th judicial district of Louisiana in and for the parish of Acadia:

The petition of Dr. Rene F. Martin, a resident of the parish of Acadia, La. with respect showeth:

That he is the owner in good faith and for a valuable consideration, of the following tract of land situated in Acadia parish, La. to-wit:—

That certain tract of land measuring about six acres, being the extreme western portion of a tract — 143 acres of land belonging to Laurent Arnaudet situated on the north portion of sec. 47 tp. 9 S. R. 2 W. southwestern land district of Louisiana, in Prairie Mamoue, Acadia parish, Louisiana; said land having a depth of one and one-half acre, on the width of the western extremity of said Ar-
87 naudet tract of 143 acres, being the same property sold to Dr. F. Rene Martin by Laurant Arnaudet on the 12 of March, A. D. 1902.

He represents that he is the owner of said above described tract of land, having purchased the same from the said Laurent Arnaudet as will more fully appear by the authentic act of sale of record in the recorder's office at Crowley, Louisiana.

He represents that the Crok-an Oil & Development Co. has filed a suit in your honorable court by which they claim the absolute ownership of sec. 47—tp. 9 S. R. 2 W. in which is included the land above described and purchased by your petitioner from Laurant Arnaudet as above set forth.

He represents that he is not made part- to this suit, and that his interests are such in this matter that for the purpose of protecting his title ro the land described above and purchased by him from Laurant Arnaudet, it is necessary that he be permitted to unite with the defendants in this case in resisting the claim of the said plaintiffs.

He avers that he adopts in full the allegations and defences set forth in the answers of the defendants and especially pleads with them as a bar to plaintiffs' action the prescription of three years established by article 233 of the Louisiana constitution of 1898, and prescription of five, ten and twenty years.

Wherefore he respectfully prays to be allowed to intervene in this suit and to join the defendants in resisting the claim of the Corkran Oil & Development Co. to the ownership of the following tract of land to-wit: sec. 47—tp. 9.—S. R. 2 W. Louisiana meridian, in which is included the land sold to him by Laurant Arnaudet as above set forth; that his said intervention be duly served in accordance with law on the president of said company and that after proceedings had and the hearing of parties he be quieted in his title as described and set forth in the body of his petition, and that
88 plaintiffs' demand be rejected at its costs. And for general — specialy relief in the premises.

MARTIN, VOORHIES & VOORHIES, Att'ys.

Order.

STATE OF LOUISIANA, }
Parish of Acadia. }

Let intervention of Dr. F. R. Martin *In re* Corkran Oil & Development Co. *vs.* Laurant Arnaudet *et als.* being No. 1405 of the docket

of the 18th judicial district of Louisiana, in and for the parish of Acadia, be duly filed and let citations issue accordingly.

Given at —— this 17th. day of June, A. D. 1902.

C. DEBAILLON,
Judge 18th Judicial District.

I do hereby acknowledge that this petition of intervention was this day duly served on the Corkran Oil & Development Co. subject to all objections.

Crowley, La. June 17th, 1902.

STORY & PUGH,
KENNETH BAILLIO,
Att'ys for said Co.

Filed June 21 / 02.
D. B. HAYES, D'y Clerk.

Minute Entry of Date June 23, 1902, Marked " P. 47."

MONDAY, June 23rd, 1902.

Court met as (usual) R. T. Clark as clerk of court and
89 Joseph L. Murrell as sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET ET ALS. } 1405.

Answer of Crowley Oil & Mineral Co. filed. By consent of parties the exceptions of all parties heretofore filed before default to this suit are referred to the merits without prejudice with above reservation. Answer of S. A. Spencer & Co. filed. Exceptions to be tried before the trial on the merits and to be determined in advance of the merits.

Exception of estoppel is hereby referred to the merits by the court, to which ruling counsel for defendants except and reserve the point.

Motion to strike out averments in answer of S. A. Spencer & Co. filed. Motion to strike out by plaintiff taken up, argued by counsel for plaintiff and motion denied.

Rules to show cause why the testimony taken by plaintiff under commission should not be received and used on the trial of this case filed, and made absolute and by consent of counsel for plaintiff all irregularities and informalities in taking testimony in behalf of defendants is hereby waived.

Filed June 23 / 02.

R. T. CLARK,
Clerk of Court.

Answer of Crowley Oil & Mineral Company, Marked " P. 48."

18th Jud. Dist. Court, Acadia Parish, Louisiana.

COCHRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

90 Now comes The Crowley Oil & Mineral Co. made one of the defendants in above numbered and entitled suit, and who are in possession of a portion of the tract of land in contest as assignees of certain persons who held leases from Laurent Arnoudet and wife and from Arthur Latreille, who are also made defendants in this suit and show that the title and ownership of Anthony Cochran and his heirs, the latter plaintiffs in this suit, have long been extinguished by prescription which has perfected the title and ownership of the present possessors and lessors, and respondent company now pleads the general denial and pleads in bar of this suit and as extinguishing plaintiffs' title and perfecting the title of the present possessors and owners the three years' prescription provided for by act No. 105 of 1874, and the five years' prescription and the ten years' prescription and also the three years' prescription against the institution of this suit and such like actions provided by art. 233 of the present constitution of the State.

Wherefore, they join in the prayer of the present possessors and owners for the rejection of plaintiffs' demand and the dismissal of the suit to the end that respondent company may enjoy and exercise without disturbance or interruption the rights which they hold under the said lease and the assignment by the lessors to them of their rights thereunder—further pray for general relief.

By their attorneys, LEWIS & SMITH.

Filed June 23. 1902.
R. T. CLARK, Clerk.

Answer of S. A. Spencer & Co., Marked " P. 49."

18th District Court, Parish of Acadia, La.

COCKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET ET ALS. } No. 1405.

91 Into this honorable court now come the defendants S. A. Spencer & Co. of Calcasieu parish, and reserving the benefit of the exceptions hereinbefore filed, and insisting on a trial thereof *in limine* and before reaching the merits, and for answer to the plain-

tiff's petition herein deny all and singular the allegations therein contained, save and except what is herein especially admitted.

Further answering your respondent avers that it holds possession of portions — the land herein sued for under leases originally granted by the defendant Laurent Arnaudet and the defendant Arthur Latreille as will hereinafter be more specifically alleged.

Further answering, your respondent adopts as a part of its answer to the demand of the plaintiff all of the allegations made by the said Laurent Arnaudet and the said Arthur Latreille in their answer herein setting out the facts by which they acquired the ownership of such portions of the said land on which they severally executed leases as will be hereinafter more specifically set forth.

Further answering your respondent avers

1. That by an act executed before H. C. Wilkins, notary public in and for the parish of Acadia, on April 9th, 1901, duly recorded April 10, 1901, in Conveyance Book " X " of Acadia parish, at page 792 and bearing file number 16544, the said Laurent Arnaudet leased and let unto Dr. A. C. Wilkins the north one-fourth of section forty-seven township nine south of range two west, known as the "Anthony Corkran claim " as the whole will more fully appear by reference to a duly certified copy of the said act hereunto annexed for greater certainty of description.

2. That on April 24, 1901, by act recorded April 26, 1901 in Conveyance Book " Y " at page 74 of the records of the parish of Acadia, the said A. C. Wilkins transferred and assigned to your respondent all of his rights under the aforesaid contract with Arnaudet; as the whole will more fully appear by reference to the said contract which is hereunto annexed for greater certainty of description:

92

3. That on April 19, 1901, by act recorded on April 20, 1901, in Conveyance Book " Y " at page 46, records of the parish of Acadia, the said Arthur Latreille leased and let unto S. A. Spencer forty acres more or less of the land owned by him in the *the* tract herein sued for by the plaintiff; as the whole will more fully appear by reference to the said act which is hereunto annexed for greater certainty of description;

4. That on April 24, 1901, by act recorded April 26, 0901 in Conveyance Book " Y " at page 73 of the records of the parish of Acadia, the said S. A. Spencer transferred and assigned to your respondent all of his rights under the aforesaid contract with Latreille; as the whole will more fully appear by reference to the said contract which is hereunto annexed for greater certainty of description.

Further answering your respondent avers that the said leases were made for the purposes which are therein detailed.

Further answering your respondent avers that it and its authors of its title have been in possession of the land sued for since the day of the purchase of the said property by Henry Gellert at tax sale on Dec. 27, 1882, and that their possession of the said property was recognized and confirmed by judgments of the district court and of

the court of appeals sitting in and for the parish of Acadia—as will be made more fully to appear by the pleadings and judgments in the suit No. 474 on the civil docket of the district court of this parish, entitled "Henry Gellert *vs.* Eugene Houssiere *et als.*"

Further answering, your respondent pleads as a bar to the plaintiff's action herein, the following prescriptions, to-wit:—

1. Of three years under act No. 105 of 1874.

93 2. Of five years under article 3543 of the Revised Civil Code of Louisiana for the year 1870;

3. Of ten years under article 3478 of the said Civil Code of Louisiana; and

4. Of three years under article 233 of the constitution of Louisiana for the year 1898;

Wherefore, respondent prays that the demands of the plaintiff herein be dismissed and rejected at its costs; that the pleas of prescription hereinabove made be sustained, and that your respondent's rights under the aforesaid contracts be recognized and ordered enforced.

With full reservation of its rights to proceed against its warrantors in case this suit should be decided adversely, your respondent finally prays for all general and equitable relief.

By its attorneys, P. J. CHAPPUIS,
GILBERT L. DUPRE.

Filed June 23, 1902.

R. T. CLARK,
Clerk of Court.

Motion to Strike Out Answer of S. A. Spencer & Co. by Plaintiff, Marked "P. 50."

Eighteenth District Court, Parish of Acadia, Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

Now comes the plaintiffs into open court in the above entitled cause and respectfully aver that the defendant-, S. A. Spencer & Co. in the above cause make the following averments having

94 adopted the answer previously filed by other def'ts herein their answer, to-wit:—

"And your respondents say that Henry Gellert went into possession immediately after he acquired as aforesaid, the land sold to him at tax sale, and that said tax sale embraced the whole of section forty-seven (47) township nine (9) south, range two (2) west, Louisiana meridian.

"That all purchasers subsequent to Gellert went into possession

of the land at the dates of their respective purchases, and that they, as well as Gellert occupied the same as owners, with undisturbed and quiet possession; plowed, fenced, ditched and cultivated in various crops, and erected various improvements thereon, and exercised without disturbance the powers and functions of ownership."

"And they further say that the land purchased by Gellert at the tax sale aforesaid is the same land patented to Anthony Corkran or his heirs, and that the superficial area in acre mentioned in the tax deed to Henry Gellert is controlled by the description of the land set out in the said deed, and that the same conveyed, as it was intended to convey, all the right title and interest of Anthony Corkran or his heirs in and to the unconfirmed but located private land claim of said Anthony Corkran or his heirs to section 47—Tp. 9—S. R. 2 W. on Bayou des Cannes in lower Prairie Mamou, parish of Acadia."

That the aforementioned averments quoted from defendants' answer in this suit, contradict in terms the averments contained in previous parts of said answer, in which, among others the following averment is made:

"And they further say that the unconfirmed but located private land claim in and to the lands so patented to him and his heirs was susceptible of taxation under the laws of Louisiana and was properly assessed and sold for taxes, as will be hereinafter specially set out."

95 In which last quotation the averment is distinctly made that the description in the tax title referred to un the answer correctly describes said property as follows:—

Four hundred and eighty (480) acres of land situated in lower Prairie Mamou on Bayou des Cannes, being in township nine (9) south of range two (2) west being the property of Anthony Corkran as per assessment rolls of the State of Louisiana of the year 1881

That the first quoted averments herein are further amenable to the objection that the description- in the deeds are not susceptible of correction, reformation, re-construction or to being varied, explained, contradicted, amplified or modified by parol evidence, and that the only purposes that the first mentioned quotations of the averments could serve would be to establish a basis for the introduction of parol or other evidence for the purpose of reforming, correcting, re-constructing altering, modifying or contradicting the recitals in the deeds or pretended deeds of sale referred to in the answer, and which in law is inadmissible:

Petitioners and movers respectfully declare that under the circumstances all of the said averments in the answer first above quoted in which the descriptions in deeds or sales referred to by the defendants *and* set up as muniments of title, should be stricken from the answer of the defendants as being self-contradictory, inadmissible, irrelevant and illegal.

Wherefore, your petitioners and movers respectfully pray that the above first quoted averments of the defendants' answer herein be

stricken therefrom; and they pray accordingly for all further orders and decrees in the premises, and for costs and general relief.

By their attorneys, KENNETH BAILLIO,
96 STORY & PUGH,
Att'ys for Pl'ffs.

Filed June 23/1902.
R. T. CLARK,
Clerk of Court.

Rule to Show Cause Why Depositions Taken under Commission Should be Used as Evidence, Marked "P. 51."

18th Dist. Court, Acadia Parish, La.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, A. LATREILLE, ET ALS. } No. 1405.

Now comes the plaintiff in above entitled cause into open court and respectfully declares:

That it has, under commission regularly issued in above *in above* cause, caused to be taken on its behalf the testimony of the following witnesses residing in St. Landry parish, to-wit Mrs. Eliza M. Lutz, Frank Guillory, Valsin D. Ledoux, Wm. W. Hauchette, Wm. Shuff, Mrs. W. T. Long, W. P. Glaze, Robert McDaniel, A. J. Thompson, Mrs. Misso Campbell, Mrs. Gilbert Baillio:

That said testimony regularly and properly taken by B. H. Pavy, notary public of St. Landry parish, had been duly returned to this court within the time fixed for the return day of said commission & should be received in evidence on the trial of above cause;

Wherefore, it prays that the defendants be ruled to show cause why the depositions of above named witnesses should not be received in evidence on the trial of above cause & that on the hearing & trial of said rule same be made absolute, and that said commission be decreed to have been properly executed and returned to this court, and that said depositions be decreed to be
97 admissible in evidence on the trial of said cause and pet'r prays that def'ts be duly notified in the premises & for costs and for general relief.

STORY & PUGH,
E. B. DUBUISSON,
KENNETH BAILLIO,
Att'ys for Pet'rs.

Service of foregoing rule waived and further notice waived. June 23, 1902.

D. CAFFERY & SON,
J. SULLY MARTEL, Att'ys.
P. J. CHAPPUIS,
GILBERT L. DUPRE,
For S. A. Spencer & Co.,
ROBERT MONTGOMERY,
Att'y *ad Hoc.*
LEWIS & SMITH,
Att'ys for Crowley Oil & Minerial Co.
J. E. BARRY, *Curator ad Hoc.*

Filed June 23, 1902.
R. T. CLARK,
Clerk of Court.

Minute Entry of Date June 24th, 1902, Marked " P. 52."

TUESDAY, June 24, 1902.

Court met as (usual) *T.* T. Clark as clerk of court and Joseph L. Murrell as sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET ET ALS. } 1405.

Intervention of Dr. F. R. Martin taken up, argued, submitted and intervention denied for want of service on some of defendants.

98 Exception of capacity of Prairie Mamou Oil & Mineral Co., Ltd. filed and overruled.

Exception of estoppel on part of defendant taken up, tried & left open for argument & case on the merits to be taken up tomorrow morning.

99 Exception *of* Part of F. R. Martin, Intervenor, Marked " P. 53."

18th Judicial District Court, Parish of Acadia.

In re CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Be it known that in this case Rene F. Martin having filed an intervention, which is hereto annexed *to* and made a part of this bill of exception for reference.

Said intervention having been allowed on the 17th of June A. D. 1902, and service thereof having been duly accepted by the plaintiff

in suit on the same day, and said intervention having been served subsequently on the defendant Arnoudet: and on the 25th of June A. D. 1902 on the day fixed for the trial of the case, the intervenor Rene F. Martin having expressed his willingness and readiness to go to trial, Laurent Arnoudet through his counsel objected to the trial of this intervention on the ground that intervenor was assailing his title and that he could not be forced to answer the intervention before the ten days allowed by law. The judge presiding maintained the opposition and objection of Laurent Arnoudet (made verbally) to the allowing of the trial of the intervention with the trial of the Corkran Oil & Development Co. *vs.* Laurent Arnoudet *et als.* for the following reasons, to wit:

and dismissed the intervention of Rene F. Martin in said case.

To which ruling Rene F. Martin through his counsel reserved this bill of exception which was signed in open court after
100 submission to adverse counsel.

C. DEBAILLON, *Judge.*

Filed June 24/1902.

R. T. CLARK, Clerk.

Exception on the Part of the Prairie Momou Oil & Mineral Co., Ltd., Marked "P. 54."

18th Judicial District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET, ARTHUR LATREILLE, & EUGENE HOUSSIERE. } No. 1405.

Now come- the defendant herein, The Prairie Mamou Oil & Mineral Co. Ltd. and without in any manner answering to the merits and reserving its rights to further exceptions — answer should this exception be overruled, shows unto the court that the plaintiff herein, pretending to be a corporation, has no standing in this suit, for the reason that it does not appear through its proper officers, as required by law.

Wherefore defendant prays that its suit be dismissed at its costs and for general relief.

FOSTER, MILLING, GODCHAUX, & SANDERS, Attorneys.

Filed June 24/1902.

R. T. CLARK, Clerk.

101 Note of Evidence.

18th Judicial Dist. Court, Parish of Acadia, Louisiana.

COCKRAN OIL & DEVELOPMENT CO. *vs.* LAURENT ARNOUDET ET ALS. } No. 1405.

Taken on the trial of the exception of Laurent Arnoudet, A. Latre-lle, Eugene Houssier, S. A. Spencer & Co., W. M. Fitzhugh, S. M. Scott, and J. S. Beattie.

Exceptor's Evidence.

1. The following contents of the so-called minute book used by the Corkran Oil & Development Co. alluded to in answer to the *subpœna duces tecum*, marked "A."

Which offering is made with the reservation that the documents are offered for no other purpose than to show that no stock or stock subscription was issued—this offering is introduced for the purposes of the exception filed by defendants and that they, defendants are in no manner to be held bound by the documents introduced.

The above and foregoing is objected to by counsel for the Corkran Oil & Development Co. on the grounds, 1st:—That the def's in this suit and pl'ffs in the exception have no right to inquire in this collateral proceeding into the organization *de jure* of the plaintiff corporation but have the right to inquire into the organization *de facto* of the corporation: and that the existence of the corporation *de facto* is all that can be inquired into in this form of proceeding and that the organization and incorporation having been alleged in the petition of this suit the exception does not allow and is cut off by the allegation in the petition.

2. That the def'ts in this suit in this form of proceeding have no right to inquire as to whether the plaintiff corporation was
102 organized or is not actually carrying on its corporate functions in accordance with the provisions and terms of its charter or not; that inquiry being permissible only in a suit by the State itself for forfeiture, etc. that can only be urged by the State; and that no indirect attack in the premises can be made on the incorporation of the plaintiff company.

3. That the allegation that individual incorporators of the plaintiff corporation have done acts or things that amount to the alleged estoppal are irrelevant and inadmissible because of the fact that in law the plaintiff corporation can not be and is not bound by the individual acts of its incorporators and for the legal reason that the corporation is entirely distinct from its members or incorporators and this plea applies with like effect to the alleged act of the promoters of the corporation as set out in the estoppal.

4. That in law the plaintiff corporation can not be bound by the alleged estoppal set up because of an alleged act performed by one of its incorporators to-wit: C. C. Duson some twenty years ago who at that time was acting as alleged as sheriff of the parish of St. Landry and for like reason the corporation can not be estopped by the alleged act of any other of the incorporators named in the exception and for acts therein stated.

5. As to whether the plaintiff corporation has by any act in law forfeited or violated its charter rights is a matter not pleadable by defendants in this form of proceeding, but can only be availed of by the State by proceedings instituted for the purpose, and that neither misuser or non-user of its corporate franchises or rights can — availed of by private litigants in this form of proceeding. Which objection was overruled by the court for reasons already stated—to which ruling of the court counsel for the Corkran Oil & Development
103 Co. except reserve a point and tender this note to stand in lieu of a bill. This objection is made to cover all testimony of a like character that may be introduced by the defendants under the exception without the necessity of any further objections on the part of the plaintiff—same ruling—same bill reserved.

2. Page 2 of the minute book of said company containing what purports to be the authority of the directors to draw up a charter for the corporation also an agreement on page three by the individual directors claiming themselves to be incorporators without notice of the time and place of the first meeting of the board and of the business to be transacted at the meeting. Marked "B"

3. On page three of this so-called minute book is what purports to be the proceedings of the first meeting of this alleged board of directors of date December 9th, 1901, place not mentioned. Marked "C"

All of this is introduced subject to the reservation above noted.

4. Testimony of O. H. Terwilliger, marked "D."

5. Testimony of W. W. Duson, marked "E."

6. Testimony of C. C. Duson, marked "F."

7. Record in the suit of Laurent Arnoudet *vs.* S. H. Spe-cer & Co. No. 1391 civil docket district court, Acadia parish, marked "G."

8. Certified copy of tax sale from the sheriff and tax collector of the parish of St. Landry to Henry Gelert. Marked "H."

This being introduced at this time only for the purposes of this exception.

It is admitted that Mr. C. C. Duson who was one of the incorporators of the Corkran Oil & Development Co. was sheriff of the parish of St. Landry at the time and who made this tax deed.

9. Certified copy of plaintiff's charter, marked "I."

The purposes of the introduction of this charter is only to show the irregularities alleged in this exception.

104 Evidence of Defendants in Exception.

1. Original charter with the approval of Wm. Cambell, district attorney of the 18th. judicial district of Louisiana, as also list of stock subscribers appended thereto with certificate of registry same being in the clerk's office of Acadia parish, La.

2. Original offered with leave to substitute certified copy. Marked No. 1.

Testimony of Hampden Story, marked No. 2.

3. Testimony of L. S. Scott, marked No. 3.

4. Testimony of Pierre Pavy, marked No. 4.

5. Testimony of Jno. T. Nixon, marked No. 5.

6. Testimony of Pierre Pavy—recalled, marked No. 6.

This being all of the evidence adduced on the trial of the exception taken in the above numbered and entitled cause this note of evidence is hereby closed this twenty fourth day of June A. D. 1902.

(Signed) R. T. CLARK,
Clerk of Court.

Filed June 24, 1902.
(Signed) R. T. CLARK, Clerk.

Copy from Minute Book of Plaintiff Company at Page 2, Mkd. "P. 56."

"B."

The undersigned incorporators of the Corkran Oil and Development Company having met in the office of Messrs. Pavy & Terwilliger, in the town of Crowley, La. on the ninth day of November A. D. 1901, pursuant to a waiver of notice hereto attached, Present: C. C. Duson, Hampden Story, P. S. Pugh, P. J. Pavy and O. H. Terwilliger. Absent, W. W. Duson and Kenneth Baillio—the following proceedings were had. Messrs. Story & Pugh having been authorized to draw up a charter for the company, submitted the following which was read, adopted and signed to-wit:

105 (See printed copy of charter on page- 1 & 2.)

The meeting thereupon adjourned.

C. C. DUSON.
PHILIP S. PUGH.
H. STORY.
P. J. PAVY.
O. H. TERWILLIGER.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing is a true and correct copy as appears in the minute book of the Corkran Oil and Development Company at page 2 of said book.

Witness my hand and seal of office at Crowley, La. this 24th day of June, 1902.

R. T. CLARK,
Clerk of Court.

Filed June 24, 1902.

R. T. CLARK, Clerk.

Copy from Minute Book of Plaintiff Company at Page 3, Mkd. "P. 57."

"C."

We the undersigned, being the board of directors elected by the stockholders of the Corkran Oil and Development Company, organized *of* the time and place of the first meeting of the said board of directors and of the business to be transacted at said meeting. We designate the ninth day of November, A. D. 1901 at ten o'clock in the *of*renoon as the time and the office of Messrs. Pavy & Terwilliger in the town of Crowley, La. as the place of said meeting. The purpose of said meeting being to authorize the purchase of property necessary for the business of the company, and to transact such other business as may be necessary or advisable to complete the organization of said company and facilitate the carrying on of its contemplated business.

Crowley, La. November 9th, 1901.

KENNETH BAILLIO.
P. J. PAVY.
O. H. TERWILLIGER.
PHILIP S. PUGH.
HAMPDEN STORY.
C. C. DUSON.

106 STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing is a true and correct copy as appears in the minute book of the Corkran Oil and Development Company Limited at page 3 of said book.

Witness my hand and seal of office at Crowley, La. this 24th day of June, 1902.

R. T. CLARK,
Clerk of Court.

Filed June 24., 1902.

R. T. CLARK, Clerk.

Certified copy of the proceedings of the first meeting of the board of directors of the "Corkran Oil & Developme... Company," marked "P. 56½."

The first meeting of the board of directors of the Corkran Oil & Development Company was held at the office of Messrs. Pavy & Terwilliger in the town of Crowley, La. on the ninth day of November, 1901 at 10 a. m. Present: C. C. Duson, president, Hampden Story, vice-president, O. H. Terwilliger, secretary and treasurer, P. S. Pugh and P. J. Pavy, constituting a majority of the members of the board. The secretary presented and read a waiver of notice of the meeting signed by all the directors and the same was ordered *the meeting signed by all the directors and the same was ordered* filed.

Upon motion duly made and seconded, the secretary was instructed to file the charter of the company for record, to have the same published according to law and to cause a copy thereof to be filed in the office of the secretary of state.

Upon motion duly made and seconded, the secretary was instructed to purchase the necessary stock certificates and a corporate seal for the company.

107 Upon motion duly made and seconded the following was adopted to-wit:—

Whereas, this company has been offered the sale of section forty-seven (47) township nine (9) south range (2) west, parish of Acadia, by the heirs of Anthony Corkran, and by other persons holding interest therein and said property being of great benefit to this company. Therefore, be it resolved. That this company purchase from the heirs of Anthony Corkran and Margaret Watson, his wife, both deceased, and from other parties bearing interest therein, the following described land to-wit: "All of section forty-seven (47) township nine (9) south range two (2) west of Louisiana meridian, situated in Acadia parish, Louisiana, containing five hundred and eighty and 90/100 (580.90) acres, more or less for which there shall be issued in payment therefor, two hundred thousand (200,000) shares of the capital stock of this company, of the par value of one dollar ($1.00) per share. That said shares shall be issued to the said parties in proportion to their respective interests in and to the land above described.

That the president of this company be and he is hereby authorized to accept a deed or deeds of sale to said land from the heirs of the said Anthony Corkran and Margaret Watson or any other person or persons having an interest therein, for and in the name of this company.

No further business was presented and on motion the meeting adjourned.

(Signed) O. H. TERWILLIGER, Secretary.

STATE OF LOUISIANA,
Parish of Acadia.

I hereby certify that the above and foregoing is a true and correct copy as appears from the minute book on pages 3 and 4 of the board of directors of Corkran Oil & Development Co.

108 Witness my hand & seal of office at Crowley, La. this 25th day of June, 1902.

R. T. CLARK,
Clerk of Court.

Filed June 25/1902.

R. T. CLARK, Clerk.

Testimony of Oscar H. Terwilliger, Marked " D."

OSCAR H. TERWILLIGER being duly sworn deposes and says:

Q. Mr. Terwilliger, you are the secretary of the Corkran Oil & Development Company, are you not?

A. Yes sir.

Q. Please look at the minute book and state whether or not that book contains all of the proceedings of the alleged board of directors of the Corkran Oil Company?

A. Yes, sir, it does.

Q. Have you any stock ledger or stock book for this corporation, Mr. Terwilliger?

A. No, sir, we have none.

Q. Have you any stock list or subscription list or stock?

A. None except that attached to the charter.

Q. Please show it to me I do not see it attached to the charter?

A. It is attached to the original charter which is on file.

Q. Now this purports to be a copy of the charter Show me the subscription list attached to it?

A. There is none there.

Q. Is this a faithful copy of the charter, Mr. Terwilliger?

A. Yes, sir, it is with the exception of this stock list of which we are speaking which is attached to the original on file.

Q. Please let me have the original (Witness here produces a certified copy of the original)

Q. Is this what you refer to?

109 A. Yes, sir, it is a certified copy of the charter. We have a certified copy of it.

Q. Was there ever any amount paid on the stock directly?

A. Yes, sir, as it was called for.

Q. Has it ever been called?

A. Yes, part of it has been.

Q. Where is your evidence of that?

A. The only evidence is that the money is charged and credited on our own books.

Q. What do you mean by "our own books"?

A. The books of Pavy & Terwilliger.

Q. You kept no books of the corporation, but kept the accounts of the corporation in Pavy & Terwilliger's books?

A. We intended to have a book—we had ordered a book.

Q. I am asking you what you have done?

A. Well that is all the accounts we have—they are in the books of Pavy & Terwilliger—the money would be paid for as we called for it.

Q. Who called for it—was it called for by the board of directors?

A. No, sir.

Q. It was not called for by the board of directors?

A. No, sir.

Q. How did this call come up—please explain that?

A. What, I do not know just how but they paid us the money as we needed it and as we called for it and we used it—the money came from the original directors.

Q. You said you called for it?

A. Yes, sir, as we needed it and we got it.

Q. The original directors were the original incorporators are they not?

A. Yes, sir.

110 Q. Each called on the other, was that the way of it?

A. No, sir, as far as the money *was* went it was handled by Pavy & Terwilliger and there was an account rendered for the money used by them.

Q. What was this money used for—for what corporate purposes was it used?

A. It was used for the incorporation and the expenses in securing the Corkran heirs.

Q. Used for the expenses of the corporation and for securing the Corkran heirs?

A. Yes, sir.

Q. How did you secure those heirs—what do you mean?

A. Well, we had to expend certain amounts needed in securing power of attorney which money was refunded to us.

Q. You expended that money in securing powers of attorneys and it was refunded to you, is that correct?

A. Yes, sir.

Q. What do you mean by the money being refunded to you?

A. Well, Pavy & Terwilliger spent money of their own which was subsequently refunded to us by the Corkran Oil & Development —.

Q. You undertook to secure those heirs yourself and spent the money in doing so?

A. Yes, sir.

Q. And that was your own money that you used in doing so?

A. Yes, sir, our own money of our own accord and it was refunded to us.

Q. You say that this money was spent in procuring powers of attorney, is that all you were authorized to purchase from the Corkran heirs?

A. Please repeat that question—I did not quite catch it.

Q. I asked you this—you say that this money was spent in
111 procuring powers of attorney from the Corkran heirs—was that all you were authorized to purchase from those heirs?

A. That is all that we purchased from them.

Q. For what other purposes was this money used?

A. Well, we had to use money in this suit.

Q. Well, I hope it all went to the lawyers?

A. Some of it did.

Q. What purposes did you have for the use of money in this suit except to the lawyers?

A. Well for the institution of this suit and then we had to make a deposit with the clerk of court.

Q. What corporate authority have you for any of these expenditures?

A. I can not answer that question.

Q. You can answer easily if you have any corporate direction? Was this not purely a private matter by the incorporators without being authorized by the board of directors.

A. We certainly spent the money.

Q. Would the board of directors have thought it a good thing to give any money to secure the Corkran heirs?

A. I thought so—I answer that for myself—I will not answer for the others.

Q. Where was this money kept that was derived from the individual contributions of these directors or incorporators?

A. Some of the time it was kept in our office and some of the time it was kept in our joint names and some in the Bank of Acadia.

Q. Now, Mr. Terwilliger can you not give us an idea of how much the sums were that were received by you?

A. I would have to give it to you approximately—it was about twelve hundred dollars may be two hundred dollars more than that or two hundred dollars less than that—that is as near as I can give it.

112 Q. How much did you expend in securing the Corkran grant or franchise?

A. I could not exactly tell you.

Q. Now, Mr. Terwilliger, please give me the time exactly when you set about procuring this money and expending it for the purposes you have just stated?

A. I can not tell you without looking at the books to see when I credited these people with the money.

Q. I would be very much obliged if you would get the statements you have of monies received and of monies put out for the purposes

you have just stated—can you produce any written statements to that effect?

A. The only statement made was one made by my partner, Mr. Pavy, but whether he has a copy of that statement or not I do not know.

Q. You say that the only statement made was made by your partner, Mr. Pavy?

A. Yes, sir, the only statement was made by him.

Q. You do not know what it is?

A. Yes, sir, I saw it at the time but I am not sufficiently familiar with its contents to swear to it.

Q. Have you got any transfers from the Corkran heirs of any of the rights acquired by you in the manner you have just stated?

A. Do you mean by me individually?

Q. Well, I mean individually, collectively or any way at all.

A. Yes, sir, we have acts of record transferring the rights of the Corkran heirs.

Q. Where are those acts of record of which you speak, Mr. Terwilliger?

A. In the clerk's office.

Q. Do you know positively that there has been no action taken looking towards the payment of any stock subscription by the board of directors?

A. The only action taken is entered right in the minutes
113 book—I know of no other action.

Q. There appears to be no date of this—you say that this is the only written evidence you have?

A. I do not think there is—it was simply attached to the original charter it was all done at one and the same time—the date of the charter is the date when the subscription list was signed and attached to the charter.

Q. What did you acquire the Corkran interest for?

A. I think it tell- in here—for stock in the company.

Q. For what purpose did you acquire that Corkran interest—why did you acquire it?

A. Why did we acquire it?

Q. Yes, why did you acquire it?

A. Well, we were already the agents for a good portion of the Corkran heirs and we thought we could use the land more to their interest and to our own by forming a company—that was the object as I understood it—we could use it to the best advantage by putting it in a company and we did so.

Q. Was it not for the sole purpose of the organization of this company was not that your object?

A. We thought we could use our interest to a better advantage if it were put in a company—we had the interest before.

Q. Who are "we"?

A. Pavy & Terwilliger.

Q. Who else?

A. Well there are others connected with it.

Q. Who are the others who are connected with it?

A. Story & Pugh, Mr. Baillio, C. C. Duson and W. W. Duson.

Q. Well, then there are Story & Pugh, yourself (Terwilliger) and Pavy, Baillio and C. C. Duson and W. W. Duson?

114 A. Yes, sir.

Q. You had already had that interest contracted for when the corporation was formed?

A. Yes, sir.

Q. Now, I will read you the following resolution "Whereas: this company has been offered the sale of section 47—township nine south of range two west in Acadia parish, La. by the heirs of Anthony Corkran and his deceased wife and by other persons holding interest therein and said property being of great benefit to this company, Therefore, be it resolved that this company do purchase from the heirs of Anthony Corkran and of his wife Margaret Watson, both deceased the following described land, offer made to you by the Corkran heirs?

A. I do not know how long before—I can not tell you exactly how long before it was. The company is young even yet, so it can not be so very long ago.

Q. You say that the company is young and as you say it can not be very long before—about what time was it?

A. Well, it may have been discussed right at that time.

Q. Give me some definite idea of the time?

A. Well, say about the time of the resolution—about the date the resolution was passed.

Q. The Corkran heirs had been offering the property for sale prior to that resolution?

A. Yes, sir.

Q. Where were the Corkran heirs at the time the proposition was made?

A. They were represented by Mr. Pavy.

Q. And who else represented them?

A. I do not know.

Q. Were they all represented by Mr. Pavy?

115 A. All that he represented at any rate which was a good part of them.

Q. How long had he been representing them?

A. What was the date of that.

Q. You are very economical of dates here—it was November the ninth 1901?

A. Well, it was something like a month or six weeks—some not so long as that.

Q. Since this offer was made?

A. No, sir, you asked what was the date and how long he had represented the Corkran heirs.

Q. Now, Mr. Terwilliger, when did Mr. Pavy get these power of attorney from the Corkran heirs?

A. I think it was duriug the month of October or perhaps the later part of September and during October and November.

Q. He communicated that fact to all of you at the time he got it?

A. Yes, sir.

Q. This power of attorney?

A. Yes, sir.

Q. Where did these Corkran heirs live then?

A. Some in Rapides parish, some in St. Landry parish, some in Calcasieu parish, and some in Texas.

Q. Now, Mr. Terwilliger was it not agreed by Mr. Pavy representing these heirs and by the gentlemen forming the directorate or the incorporators that the Corkran interest that *the* represented should be turned over to this contemplated organization?

A. No, sir, at the time the powers of attorney were secured the organization was not contemplated.

Q. When was that corporation contemplated?

A. Very shortly before the charter was drawn up—per-
116 haps a few days or a week after it was made known that this corporation was formed.

Q. Was it not through the in-t-umentality of Mr. Pavy who had secured these powers of attorney that the company or corporation was orginized—I beli-ve you said something to that effect?

A. Yes, sir.

Q. Have you got that power of attorney of Mr. Pavy?

A. There are quite a number of them.

Q. Does any one else represent these Corkran heirs except Mr. Pavy?

A. Yes, sir, his brother, Mr. J. R. Pavy is agent for some of them and Mr. W. W. Duson represents some of them.

Q. Those are all who hold the powe[illegible] f attorney for the Corkran heirs?

A. Those are all that I know of.

Q. Has there been any other stock acquired by any one else besides the Corkran heirs?

A. Besides the incorporators the Corkran heirs are the only ones that are holding any stock.

Q. You say the incorporators and the Corkran heirs are the only stockholders in the concern.

A. Stock has — been issued at all yet. No one has any stock.

Q. No one has any stock you say?

A. No, sir, it has not been issued yet. Ever since the book- have been received they have been right here in the court room.

Q. I have here a power of attorney which appears to be of date April 1891?

A. If it is then it is Mr. W. W. Duson's.

Q. Are they all of this date?

A. No, sir, most of them are dated last October.

Q. So you have not issued any stock to any of the Corkran
117 people on the strength of these powers of attorney and have not issued stock to any one?

A. No, sir, no stock has been issued to any one yet—I have not had charge of the books.

Q. No one applied for stock certificate did they?

A. No sir.

Q. And you have no stock subscription book?

A. No, sir.

Q. Never had any?

A. No, sir.

Q. Who drew up these minutes, Mr. Terwilliger?

A. I did.

Q. I see that they are not dated—could you give us any idea of the time that they should — been dated?

A. Yes, sir, they are of date November 9th, 1901—they should be dated the date of the meeting.

Q. When were they written in this book, Mr. Terwilliger?

A. They were written in the book in compliance with the *subpœna duces tecum*—they were written first on a piece of paper—it was a pencil memorandum and I afterwards copied it in this book.

Q. In whose possession was this pencil memorandum?

A. It was in my possession.

Q. At the time the *subpœna duces tecum* was issued the book had not been written up?

A. No, sir, there was no book to write up—we had no book.

Q. When did you first see the necessity of organizing this corporation and for what reason was it organized?

A. Because we thought we could use the property to the best advantage possible by organizing a company and we were agent of the Corkran heirs and we could use it as their agent and for ourselves by that means.

118 Q. What property do you refer to when you speak of the "property"?

A. I refer to section forty seven—township nine—south of range two west.

Q. There is not any other property in the corporation?

A. No, sir.

Q. At the time you organized the corporation you knew the property you have referred to was held by the defendants?

A. Yes, sir.

Q. And you knew that this suit would have to be instituted by the company?

A. Yes, sir, I knew that.

Cross-examined:

Q. Mr. Terwilliger, was that subscription list that was appended of the original charter signed on the date that it was signed?

A. Yes, sir, it was signed at the same time—they were both signed at the same time.

Q. And you can show publication of the charter?

A. Yes, sir, it was published.

Q. Mr. Terwilliger, when that act of incorporation was passed and signed by the incorporators and filed was it recorded?

A. Yes, sir.

Q. Mr. Terwilliger, I have understood you to say that the stock book- before they were received from the printer who had been instructed to prepare them that they were called for by the *subpœna duces tecum* by the defendants?

A. Yes, sir.

Q. Now, Mr. Terwilliger, since the receipt of these stock books have they not been in court under that order?

A. Yes, sir.

Q. Now, Mr. Terwilliger, was not this money originally
119 subscribed paid in by the original subscribers to be used for corporate purposes?

A. Yes, sir, I conceived it to be such.

Q. Was it not paid in with the full knowledge and consent of the president and other officers of the company?

A. Yes, sir.

Q. Was not that money used for the purposes *of* which it was intended with the full knowledge and consent of the president and other officers of the company?

A. Yes, sir.

Q. Since the minute entry upon the minute book of the Corkran Oil & Development Co. has there been any special need for a meeting of the board of directors of that company?

A. No, sir, I know of none.

Re-examined-in-chief:

Q. By whom were there *pro rata* subscriptions on their stock made who were the subscribers *of* stockholders who paid their *pro rata* advances according to this very informal call?

A. The parties whose names are appended.

Q. They were to pay so much case?

A. Yes, sir.

Q. How much money was paid?

A. I do not remember just now.

Q. Was there any fix- percentage?

A. No, sir.

Q. It was a kind of an informal proceeding then—how did you fix the *pro rata* that each was to pay?

A. We fixed it by the amount that was paid out and had to be met by the amount that we needed and of course it had to be met.

Q. You did not fix it by the number of shares?

120 A. Yes, sir, it was in the proportion. We did not call for ten per cent. on the amount subscribed or anything like that.

Q. The company had no other assets but this suit?

A. Except section forty-seven—township nine—south range two west regularly? Did not every man pay just as much as he wanted to pay and no more?

A. No, sir, each man was to pay in proportion to his stock.

Q. Who made the amount of the assessment?

A. It was Mr. Pavy and myself.

Q. It was a private matter then?

A. We stated it to the stock subscribers and they came up.

Q. There certificates of stock are they not on hand—I notice a number of books?

A. We got them but not in time to be used at the time the payments were made. They have been in court here.

Q. You did not apply to the clerk for them?

A. No, sir, some of the payments were made before they came.

Q. You say that the payment- were made before that?

A. Part of them were made since.

Q. Then this payment was made since the issuance of the *subpœna duces tecum?*

A. Part before and part since.

Re-cross-examined:

Q. The amount was paid in in equal proportions by the original stockholders was it not?

A. Yes, sir.

Q. And you say part of it was paid in before ths issuance of the *subpœna duces tecum* and part of it since?

A. Yes, sir.

121 Testimony of W. W. Duson, Marked "E."

W. W. Duson being duly sworn deposes and says:—

Q. Mr. Duson, who are Miron Abbott's associates?

A. In what connection do you mean.

Q. I see that they figure in the alleged lease from Arthur Latreille to Miron Abbott and associates?

A. Mr. Caffery, I must plead ignorance of the whole oil business as Mr. Story can tell you—I am not the oil man in this business—I know very little of the lease or any thing at all of the business—I know something of the Corkran Oil & Development Co.—is that what you allude to.

Q. I allude to the so-called lease for forty acres of land?

A. No, sir, I know nothing of that—that is the first document I have seen—I do not know anything at all about it—I really am ignorant of almost everything concerning the oil business—I am nothing of an oil man as I have said before.

Q. Are you not a member of this concern called Miron Abbott and associates?

A. No, sir, I do not know to what you are alluding—we are associated in many respects in various enterprises such as in rice lands, canals and the Crowley Oil & Mineral Co. but I do not know anything of the oil business.

Q. Who are you- associates in the Crowley Oil & Mineral Company?

A. Let me see—there are a good many—Story & Pugh, Pavy, Dr. Martin, W. F. Brooks, Dr. Homere, Chachere, Welman Bradford, attorney T. R. Smith, Miron Abbott, W. W. Duson, C. C. Duson, Gus E. Fontenot, T. J. Toler, B. M. Lambert, J. M. Crabtree, C. T. Mathews, C. L. Crippen, Jumonville and H. S. Silvernail and some others—there are sixteen I think I am not positive but there are quite a good many of them.

122 Testimony of C. C. Duson, Marked " F."

C. C. DUSON being duly sworn deposes and says:—

Q. Mr. Duson, please give us the names of Miron Abbott's associates?

A. Well, I really could not tell you anything about that at all for I do not know—I had no connection at all with that transaction did not figure in it, in fact, I do not think I was even in the State when it was concluded—Mr. Hurtevant here can tell Mr. Hurtevent can give you the names of the parties, I think he is one of them himself as well as I understand it As I said before I was not in the State at the time this deal was made.

Q. You heard Mr. Terwilliger's statement as to the organization of this Corkran Oil & Development Company—were there any details concerning it that were omitted that you can supply us with, Mr. Duson?

A. I do not believe so, Mr. Caffery, my brother had this matter in hand and he was agent for the Corkran heirs at lease, some of them and they being poor people they did not want to pay out any money on it and so it was thought to the best interest of the heirs and their agents to form a company to use the land. It was considered the best way to form a company and take in the heirs as stockholders—it was just about the best way to settle the matter we considered and we did so—I went into it with a view of making a compromise of the matter and not for any litigation.

Q. You are a member of the Miron Abbott syndicate are you not, Mr. Duson?

A. I am with them in several things but not in the transaction of the lease—I know nothing about that—I was not in the State I do not think then it was consummated.

Q. Who are they—who form the associates with him in that?

123 A. I do not know as I have told you—Mr. Hartevent can tell you—they are some gentlemen from Franklin who are interested I met the gentlemen—I think Mr. Hurtevant

drew out of the arrangement I believe, I paid no particular attention to it *it* I had nothing to do with it and it did not particularly interest me.

Q. You say that your brother, W. W. Duson, was agent for some of the Corkran heirs?

A. Yes, sir, he had the power of attorney of some of the heirs—he had been agent for them for a good long time—long before the company was organized.

Q. Do I understand you to say that this power of attorney had been procured from the Corkran heirs—at least, some of them, by your brother a good long time before the corporation was attempted to be organized and the purpose was to give them, the Corkran heirs, an interest in the Corkran Oil & Development Co.?

A. Yes, sir, that *it* right—my brother held the power of attorney and they—the Corkran heirs—complained that he had not proceeded in such a way as to get them off of the land—they were writing to him about it all the time and it was suggested that a corporation be formed and that they get equitable shares and it was done and stock was issued to them so that they could get in equitably in the corporation.

Q. What was your purpose—was it not your purpose to have a regular money corporation?

A. Yes, sir, it was with a view of forming a corporation and they to become a part of it giving them a proportion of the shares and getting from them a proportion of the land in the way.

Q. Now, Mr. Duson, there has never been any question of any subscription paid on the stock—how was that money paid?

A. Well, there has been no regular stock issued as yet, but there were certain expenses to me and I knew they must be
124 met and I told them to use the money they would need for the purposes of the organization and it would be refunded and I also told them they could draw on me for what they needed as my share.

Cross examined:

Q. You are president of the Corkran Oil & Development Co. are you not Mr. Duson?

A. Yes, sir.

Q. Now, Mr. Duson, is it not a fact that this corporation, as a corporation had nothing at all to do with the lease made by Myron Abbott and associates with the parties in possession of section forty seven—township nine—south of range 2 west?

A. None whatever.

Q. The Corkran Oil & Development Co. is a corporation entirely distinct from Myron Abbott & associates and the Crowley Oil & Mineral Company?

A. Yes, sir, entirely separate and distinct no connection whatever.

Q. When your borther first held the power of attorney of the Corkran heirs was that corporation thought of at all or was it in existence?

A. No, sir.

Q. Was it not or is it not a fact that the Corkran Oil & Development Company only took shape some time last fall in the month of October or November?

A. Yes, sir, it was only then.

Q. It it not also to your knowledge that all of the money used by the Corkran Oil & Development Co. has been subscribed *pro-rata* by the stock subscribers of the company?

A. Yes, sir, that is my understanding and I told them it was best to do it that way.

Q. Now, Mr. Duson, since the organization of the company and since the first meeting of the board of directors, has there really been any necessity to call a meeting of the board of directors again that you know of?

A. No, sir, not that I know of.

Re-examined-in-chief:

Q. Can you identify the members of this corporation with the parties or any of the parties who have leased this land or who are alleged to have leased this land from Laterille or Arnoudet?

A. Yes, sir.

Q. Are you one of the lessees?

A. No, sir.

Q. Can you name any of the incorporators who are lessees?

A. There are none.

Q. You are not connected with Myron Abbott and associates?

A. No, sir, Myron Abbott and his associates are distinctly separate from us—I think there were some Ohio men who were working on the place and one of the men saw Laterille and then he got Abbott to go in with him and made this lease of which we have been speaking—I heard that—they were referring to the well—I know that this gentlemen here (witness points to some one) was talking with him, Mr. Hyrtevant, can tell you all about—I heard him—I was not in the State when this lease was made—I was surprised when I got back to know that it had been made.

Copy of Tax Deed from Sheriff and Tax Collector to Henry Gellert, Marked "P. 62."

STATE OF LOUISIANA,
Parish of St. Landry.

Be it known that on this twenty seventh day of the month of December in the year of our Lord one thousand eight hundred and eighty two before me the undersigned authority, Gilbert L. Dupre,

a notary public duly commissioned, qualified and sworn, in and for the parish and State above written, & in the presence of the
126 witnesses hereinafter named and undersigned personally came and appeared Cornelius C. Duson, sheriff of the parish of St. Landry and *ex-officio* collector or State and parish taxes, who declared to me, notary, that by virute of the authority in him vested by the constitution and laws of the State of Louisiana, as tax collector as aforesaid after having fulfilled and complied with all the previous legal requisites did, on the 1st, day of June 1882, seize and on the 28th day of Oct. 1882 did advertise in the St. Landry Democrat, a newspaper published in the town of Opelousas, parish aforesaid and on the 2nd. day of December 1882, did sell at the principal front door of the court house of said parish the following described property, viz:—four hundred and eighty acres of land situated in the lower part of Mamouth on Bayou Cane bein- in township nine—south of range two west being the property of Anthony Crokran or his heirs as per assessment roll of the State of La. of the year 1881, to satisfy a debt due said State for the unpaid taxes for the year 1881, unto Henry Gillert he being the last and highest bidder on the 2nd. day of Dec. 1882, at the principal front door of the court house in the town of Opelousas, State of Louisiana, for the price and sum of twenty-five dollars cash in hand paid by the said Henry Gillert to the said C. C. Duson, sheriff and tax collector. Now, therefore, in consideration of the premises, and by virtue of the law in such cases made and provided the said sheriff and *ex-officio* tax collector declared to me notary, that for and in consideration of the price hereinbefore mentioned, he does by these presents, grant, bargain, sell, convey, transfer, assign and set over all the right, title and interest which the said Anthony Corkran or his heirs had in and to the *land* said land on the seventh day of Sept. A. D. 1881, last past as
at any time since; and said assigns, said sale for the price
127 aforesaid, through Zenon Heiber his duly appointed agent.

It is well understood between the contracting parties that the property herein sold shall be redeemable at any time for the space of one year, beginning on the day when the said deed is filed for record in the conveyance office of this parish upon payment *to* the purchase price with twenty per cent. and costs added.

Done and passed at my office in the town of Opelousas in *present* of the undersigned competent witnesses who hereto sign with the said contracting — before me notary after reading of the whole.

(S'g'd) C. C. DUSON,
Sheriff & *ex-Officio* Tax Collector.
(S'g'd) W. HUBER.
(S'g'd) GILBERT L. DUPRE,
Notary Public.

Witnesses:
(S'g'd) A. H. MOUTON.
(S'g'd) E. D. ESTILETTE.

STATE OF LOUISIANA,
Parish of St. Landry.

I hereby certify that the above and foregoing is a true and correct copy of the original act No. 21854½ on file and of record in my office in Conveyance Book "N" No. 2 pp. 55 & 56 on Dec. 27th, 1882.

Witness my hand and seal of office at Opelousas, La., this 21st day of M'ch 1902.

A. LEON DUPRE, D'y Cl'k.

Filed June 24, 1902.
R. T. CLARK, Clerk.

Certified Copy of Plaintiff's Charter, Marked "P. 63."

Charter of the Corkran Oil and Development Company.

Be it know- that on this ninth day of November, 1901 before me, Gustave E. Fontenot, notary public, in and for the parish of Acadia, State of Louisiana, duly commissioned and qualified
128 as such, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared the persons who- names are hereinafter signed, who severally declared, that, availing themselves of the provision of the laws of the State of Louisiana relative to the organization of corporations, and all laws supplementary or amendatory thereto, they have severally and mutually agreed and covenanted among themselves and with each other to form, constitute and organize themselves into a corporation for the objects and purposes and under the stipulations and agreements hereinafter set forth and expressed.

ARTICLE I.

This corporation assumes the name and title of the Corkran Oil and Development Company; its domicle shall be in the town of Crowley, parish of Acadia Louisiana, and it shall enjoy and have succession in its corporate name for the period of ninety-nine years from the date hereof.

All citations and legal process shall be served on the president and in his absence upon the vice-president, or in the absence of both on the secretary and treasurer.

ARTICLE II.

That this corporation shall have the power to contract, sue and be sued, to make and use, a corporate seal, and same to alter or break at pleasure; to purchase, hold, receive, sell, lease as well as mortgage, hypothecate or pledge property both real or personal,

corporeal or incorporeal, rights and credits and all such choses in action, in such manner as may be allowed by the State of Louisiana, or in any other State of the United States to issue bonds, promissory notes or other evidences of indebtedness; to elect and appoint all such officers, directors, managers and agents as the interests and conveniences of said corporation may require and to provide
129 for their payment, removal, substitution, in case of death, resignation, absence or inability to act, or other sufficient cause, as well as for their discharge to make and establish by such by-laws, rules and regulations for the conduct of its affairs as may be necessary, convenient or proper, and the same to change, alter or amend at pleasure; and to do all such other acts and things as may be necessary to or facilitate the carrying out of the objects and purposes of this corporation.

ARTICLE III.

The objects and purposes for which and each of which this corporation is formed are; to purchase, take, lease, or otherwise acquire, mines, mining rights and privileges, or lands in the parish of Acadia, State of Louisiana, or elsewhere, for the development of natural gas, oil, petroleum, coal, asphaltum, coal, salt, sulphur, ore, metal and mineral substances, or any other interest therein and to explore, open, work or in any way turn to advantage the same.

To drill, bore, open, quarry, smelt, refine, dress, amalgamate and prepare, petroleum oils, sulphur, asphaltum, ore and mineral substances of all kinds, to buy, sell, deal in oils, minerals, plants and machinery, implements, conveniences, provisions and things capable of being used in mining operations or used or required by workmen or others employed by this corporation; to construct, carry out, maintain, improve, manage, work, control and superintend any roadway, railway, tramway, pipe lines, tanks, reservoirs, warehouses, crushing works, hydraulic works, and any other works and conveniences that may seem directly or indirectly conducive to any of the objects and purposes of this corporation, and to subsidize or otherwise take part in any of the said operations, to manufacture, sell and lease to any other corporations and to all private consumers, oil and gas machines, appliances and devices of all kinds
130 for the production, supply and use of light, heat and power, and all goods, wares, merchandise, property and substances now used in the production of or incidental thereto to manufacture, contract for and furnish light, heat and power to other persons, firms and corporations, public and private; to manufacture, buy, sell and trade in, any and every kind of earthen products, composed wholly or in part of kaolin, paraffine clay or any earth matter; and mine, manufacture, buy, sell, trade and deal in any and every gaseous and other ingredient, material or substances entering into the manufacture or used in conjunction therewith, or used in

or relating thereto; to purchase, acquire, hold, lease and dispose of to such person or persons, corporation or corporations, and at such price or prices, and on such terms and conditions as this corporation may see fit and proper, water rights, improvements and buildings for mining, milling or agriculture, and for other uses and purposes, to purchase, lease or otherwise acquire all or any part of the business or liabilities of any person, firm, corporation or association engaged therein or halding any part in similar objects and purposes; to do all and everything suitable, necessary, convenient and proper for the accomplishment of any of the purposes or the attainment of any one or more of the objects and purposes herein enumerated, or incidental to the powers herein named, or which shall at any time *time* appear conducive or expeditious for the benefit of this corporation.

It is the intention that the objects and purposes specified in this article, except when they are otherwise expressed in said articles, to be in no wise limited or restricted by reference or inference from the terms of any other clause of this, or other article of this charter; and that the objects and purposes specified in each of the clauses of this article shall be regarded as independent articles and
131 purposes.

Article IV.

The capital stock of this corporation is hereby fixed at the sum of three hundred thousand dollars ($300,000), divided into three hundred thousand shares of the par value of one dollar ($1) each, which shares shall be paid for in money or its equivalent in real or personal property, in such manner and on such terms as may be directed by the board of directors; provided, however, that this corporation may commence business after not less than ten thousand dollars ($10,000) of the capital stock shall have been subscribed for. All transfers of stock shall be made on the books of the company at its office at Crowley, Louisiana, and on surrender of the certificate therefor. No transfer of any shares shall be made and no certificate shall be issued except for full paid stock. All certificates of stock shall be signed by the president and countersigned by the secretary and treasurer.

Article V.

The officers of this corporation shall consist of a president, vice-president, secretary-treasurer and a general manager. All corporate powers of this corporation shall be vested in and shall be excer-ised by a board of directors composed of seven (7) members to be selected by a majority of the stockholders of this corporation, on the second Tuesday of the month of May of each successive year after the year 1902, the first election under this election to be held on the second Tuesday of May, A. D. 1903. All such elections shall be made by ballot at the *b*omicile and office of this corporation under

the supervision of two commissioners to be appointed by the board of directors, who shall receive all votes of members authorized to vote at such meeting in person or by proxy and who shall canvass and declare the result of such election;
132 the said election for members of the board of directors are to be held after due notification thereof, given by the secretary of this corporation by written notice addressed and mailed to them at their usual post-office, or served personally upon them, as shall be provided for in the by-laws of this corporation. It is, however, provided that the board of directors hereinafter named to constitute the first board of directors of this corporation, as well as those subsequently elected, under these successors shall have been duly elected and inducted into office. For the transaction of any and all business of the corporation a majority of the members of this board of directors shall constitute a quorum, and at the first meeting of said board after the first annual election hereinabove provided for, they shall elect from their number a president, and vice-president, a secretary and treasurer and a general manager and such other officers as may be provided for in the by-laws of this corporation; and said board of directors and their successors shall be authorized to appoint from time to time such other officers, agents and employés as they may deem necessary for the proper management and carrying out of the business of the corporation, and shall likewise fix the compensation of such agents officers and employés, and shall have the right to establish all such by-laws, rules and regulations which may be deemed requisite for the support, management and regulation of this corporation.

At all meetings of the stockholders, each stockholder shall be entitled to one vote, in person or by proxy, for each share of stock held by him or her.

The board of directors, by resolution passed by a two-thirds majority of the whole board, may designate three or more directors to constitute an executive committee, which committee, to the extent provided for in said resolution or in the by-laws of the
133 corporation, shall have, and may exercise, the power of the board of directors in the management of the business and affairs of the corporation, and shall have the power to authorize the seal of the corporation to be affixed to all papers which may require it.

The first board of directors hereinafter appointed shall, as soon as convenient, provide a system of by-laws for the management of the business and affairs of the corporation, and provide therein for the necessary officers and agents required for the corporate business and affairs, as well as such other rules as may be needful — proper for the carrying out of its objects and purposes.

Until the first annual election held under this charter, as hereinabove provided for, the following board of directors and officers shall constitute the board of directors as well as the officers, respectively, of this corporation, to-wit:—

Board of directors:

Cornelius C. Duson, Kenneth Baillio, Hampden Story, William W. Duson, Philip S. Pugh, Pierre J. Pavy, and Oscar H. Terwilliger.

Officers:

Co-nelius C. Duson, president; Hampden Story, vice president; Oscar H. Terwilliger, secretary and treasurer.

ARTICLE VI.

Whenever this corporation is dissolved, either by limitation of its charter or from other cause, its affairs shall be liquidated by three commissioners to be appointed from its stockholders at a meeting of the stockholders convened after notice mailed to said stockholders at least forty days before such meeting; and published once a week for four successive weeks, in one of the weekly newspapers published in the town of Crowley, Louisiana, and elected by three-fourths of the entire capital stock present or represented at such meeting.

Said commissioners shall remain in office until the affairs
134 of said corporation shall have been fully liquidated, and in case of the death of one or more of the said commissioners, the other commissioners or commissioners shall be authorized to complete said liquidation.

ARTICLE VII.

This act of incorporation may be changed, amended, modified or altered, or said corporation may be dissolved with the assent of three fourths of the owners of all the capital stock represented at the general meeting of the stockholders of said corporation to be convened for such purpose after forty days' notice by mail, and published once a week for four successive weeks in a weekly newspaper published in the town of Crowley, Louisiana; the capital stock of said corporation may be increased or decreased upon the assent of three-fourths of the amount of the capital stock of said corporation voted at a special meeting held for such purpose after forty days' notice shall have been given by advertisement published in said town as above, and after forty days' prior notice in writing by mail or personal service on each stockholder or by written consent of each stockholder.

ARTICLE VIII.

No stockholder shall ever be held liable for the contract or faults of this corporation, except to the extent of the amount which shall remain unpaid on his or her share of stock, nor shall any mere informality in the organization of this charter have the effect of rendering this act of this corporation null, or of exposing any stockholder to any liability whatever.

In faith whereof the forenamed appearers have signed these

presents on the aforesaid day and date, in the presence of Miron Abbott and J. Raoul Pavy, competent subscribing witnesses, and me, notary, after due reading of the whole.

(Signed) C. C. DUSON,
HAMPDEN STORY,
PHILIP S. PUGH,
W. W. DUSON,
135 *per pro* C. C. DUSON.
KENNETH BAILLIO,
per pro P. J. PAVY.
P. J. PAVY.
O. H. TERWILLIGER.

Witnesses:
M. ABBOTT.
J. R. PAVY.

GUS E. FONTENOT,
Notary Public.

A true copy,
GUS E. FONTENOT,
Notary Public.

Having examined the charter of the Corkran Oil & Development Company of Crowley, Louisiana, and finding none of its article- and provisions contrary to the laws of the State of Louisiana, I hereby approve the same.

Witness my hand at Lafayette, La. this 12th. day of November, A. D. 1901.

(Signed) WM. CAMPBELL,
Dist. Att'y 18. Jud'l Dist. of La.

We the undersigned do hereby subscribe the several numbers of shares and amounts set opposite thereto, to the capital stock of the Corkran Oil & Development Company, a corporation which amount we severally agree and promise to pay at such time and in such manner as may be determined by the board of directors of said corporation.

(Signed)

Names.	Shares.	Amounts.
Hampden Story	Fifteen hundred	$1500.00
Philip S. Pugh	Fifteen hundred	$1500.00
Kenneth Baillio	Three thousand	$3000.00
Pierre J. Pavy	Fifteen hundred	$1500.00
W. W. Duson	Fifteen hundred	$1500.00
O. H. Terwilliger	Fifteen hundred	$1500.00

136 I hereby certify the within to be a true and correct copy of the charter of the Corkran Oil & Development Co. on file and of record in my office under date of Nov. 15", 1901 in Miscel-

laneous Book No. 3, page — *et seq.* being original No. 17467 of the files of my office.

Given under my hand and seal of office at Crowley, La., this 24th day of June, 1902.

R. T. CLARK,
Clerk of Court.

Filed June 25/1902.
R. T. CLARK, Clerk.

Testimony of Hampden Story, Esq., Marked No. 2.

HAMPDEN STORY, Esq., being sworn deposes and says:—

Q. You are a member of the firm—the law firm of Story & Pugh are you not?

A. Yes, sir.

Q. You as a member of your firm, at least your firm as attorneys represented Mr. Laurent Arnoudet or signed the petition in suit No. 1391 entitled Laurent Arnoudet *vs.* A. C. Wilkins *et als.?*

A. Yes, sir.

Q. Now, Mr. Story, will you please state under what circumstances it was testimony is objected to by counsel for defendants on the ground that the record can not be explained in any way and it can not be subject to explanations that will in any way lessen the force of the fact that Laurent Arnoudet in court stated that he was the owner of the land now in dispute and the circumstances will be irrelevant if not offered for the purpose of showing they did not know as to ownership and if offered for that purpose than it is a contradiction of the allegations of the petition and a contradiction of the record which would be incompetent—the record
137 must stand and speak for itself. Which objection was overruled by the court.

Q. Now, Mr. Story, you are one of the original subscribers to the stock of the Corkran Oil & Development Co.?

A. Yes, sir.

Q. Mr. Story, is there any connection legal, direct or remote as a corporation between the Corkran Oil & Development Co. and the Crowley Oil & Mineral Company and Miron Abbott and associates?

A. No, sir, none that I know of.

Q. Now, — what manner have the funds used by the Corkran Oil & Development Co. up to this present time been secured—I refer to the funds used for corporate purposes?

A. For corporate purposes.

Q. Yes, but how were they obtained?

A. Well, Mr. Pavy called upon me for a contribution of two hundred and fifty dollars which I collected and gave to him and told him if there was any money needed I would pay my proportion. I think it was well understood between all at the time that the money

should be paid out when they wanted it—I do not think there was any minute entry made of it.

Q. Have the other stockholders paid out amounts equivalent to yours?

A. As far as I know they have.

Q. Now, Mr. Story, as a stockholder and a member of the board of directors of the Corkran Oil & Development Co. would there have been any necessity—would or was there any business requiring a meeting of the board of directors except that one there was?

A. I do not know of any—if I had had any say so I would have had a well dug on that property.

Q. Well, but, Mr. Story, there was no necessity for any other
138 meeting of the board of directors than the first meeting held, do you think?

A. No, sir.

Q. Mr. Story, then there was no necessity for another meeting of the board of directors you think?

A. No, sir, there was not.

Cross-examined:

Q. Now, Mr. Story, was any motion, regular motion ever made by any one of the directors at the meeting and seconded by them at the meeting of the board of directors authorizing the purchase of section forty-seven—township nine—south range two west which is now being sued for?

A. I think so—I think there was a meeting held in Pavy & Terwilliger's office duly called to order.

Q. You say there was a meeting in Pavy & Te-williger's office?

A. Yes, sir, I think so.

Q. And duly called to order you say?

A. Yes, sir, I think so—I think I was the member in the chair at the time and I also think that Mr. Baillio was the absent member at that meeting—that is as well as I remember.

Q. At the time of the organization of this corporation was it not intended that it should be just a vehicle for carrying on this lawsuit?

A. I think not—I think the matter was in the wise—Mr. Terwilliger or Mr. W. W. Duson and Mr. Pavy had powers of attorney and they consulted us about a lawsuit to recover this land—this section forty-seven—township nine—south of range two west and we had a talk about it and for some reason the matter was delayed until late in
the fall and we finally concluded that the best thing to do would
139 be to form a company—it would be to the best interests of all—then we were to go into the lawsuit and we—Story & Pugh—would get a certain percentage of what we would recover for them—and it was suggested then that we incorporate the company—the suggestion came from Mr. Pierre Pavy I think, in fact, I am almost certain it was he who made the suggestion for as there — so many

heirs to this Corkran land and should there be a division between the heirs it could be made with greater facility in that wise and our interests could not be affected.

Q. Whose interests do you mean? Do you mean your interests and Pavy's and Duson's is that what you mean?

A. Yes, sir.

Q. There is no connection or association legal or otherwise between the Corkran Oil & Development Co., the Crowley Oil & Mineral Company—but is not the personnel of the organizations practically the same?

A. Yes, sir, to some extent it is—Mr. Pugh and myself are members of the board of directors of the Crowley Oil & Mineral Co. and C. C. Duson and W. W. Duson as well as of the Corkran Oil & Development Company.

Q. The Corkran Oil & Development Co. claims the land in dispute?

A. Yes, sir.

Q. Did it not claim it from Arnoudet?

A. Yes, sir.

Q. From whom was this lease obtained by the Crowley Oil & Mineral Company?

A. I can not say. Do you mean the Arnoudet lease?

Q. The Arnoudet lease? Was that the lease that Stevens & Dyer Keever and Hurtevant had or obtained and which was transferred to the Crowley Oil & Mineral Company?

A. Yes, sir, that is all the lease that I know of.

140 Q. And I believe that under the lease—I believe the transferrees have held an interest—a one-sixteenth interest in the lease and transferred the balance to the Crowley Oil & Mineral Co.?

A. Yes, sir.

Q. Now, Mr. Story, who are those individuals who appertain to both companies—that is, the Corkran Oil & Development Co. and the Crowley Oil & Mineral Company?

A. C. C. Duson, W. W. Duson, and Story & Pugh.

Q. No others?

A. No, sir, those are all that are interested in both companies.

By G. L. DUPRE, Esq.:

Q. Do I understand that Story & Pugh, C. C. Duson and W. W. Duson are among the plaintiffs in this suit of The Corkran Oil & Development Co. *vs.* Laurent Arnoudet, *et als.*, and that the same parties are made defendants in that suit as members of the Crowley Oil & Mineral Co.?

A. We are not members, we are stockholders and members of the board of directors of both companies.

Q. Well, then, as members of the board of directors of one company you are suing yourselves as members of the board of directors?

A. No, sir, we are one corporation and the other is another corporation they *are* have two different and distinct indentities.

Q. Well, the fact still remains the same that the parties above mentioned—Messrs. Story & Pugh, C. C. Duson and W. W. Duson are members of the board of directors of one company being plaintiff herein and stockholders of the other company—defendant herein?

A. Yes, sir.

Q. Being a case of "heads, I win—tails, you lose."

A. I do not know about that. It depends upon my proportion of stock in the company as to what I get out of it—I have not a heavy interest in the Crowley Oil & Mineral Company today.

141 Re-examined-in-chief:

Q. Now, Mr. Story, have the Corkran heirs any interest in the Crowley Oil Mineral Co.?

A. No, sir, not that I know of.

Q. Now, outside of the four names you have mentioned as belonging to both companies are there any others of the Corkran Oil & Development Co. belonging to the Crowley Oil & Mineral Co. as well?

A. No, sir.

Q. About how many stockholders have they in the Crowley Oil & Mineral Company?

A. About one hundred and fifty members of the company, I think.

Q. And of the one hundred and fifty members about there are only four men who are members of the Corkran Oil & Development Co. as well as of the Crowley Oil & Mineral Company?

A. Yes, sir, that is all.

Recross-examined:

Q. Mr. Story, I understood you to say that you looked for reimbursement of these expenses on this individual call of Mr. Terwilliger and another by these Corkran heirs?

A. No, sir, I do not think I made that statement.

Q. Did you not state that you expected to be reimbursed?

A. No, sir, I did not, for I do not expect to get back that money in that way.

Q. What is the value of the capital stock of the organization and what is the value of the stock?

A. The capital stock is three hundred thousand dollars and the par value is one dollar per share.

Q. I see that the stock that is proposed to be given to the Corkrans in exchange for whatever interest they may have in this land in two hundred thousand shares?

142 A. Yes, sir, we get one half of it.

Q. Now, I understand you to say—I have understood it that

way and if I am not right why please correct me, that you thought it best after consultation with Mr. Duson and others in order for these Corkran heirs to realize on their interests was to form this company and that was your only reason for the formation of it?

A. Well, it was not for their benefit only—not for their benefit alone but rather for the benefit of us all we recovered the land.

Q. Then it was a speculation on your part if you recovered the land and oil discovered on that land why it would be all right?

A. I do not think so.

Q. As a speculative idea that if the land was recovered and if oil was discovered on that land then this stock of yours would take on a value far above par?

A. Yes, sir, certainly but not any great extent. You see we would be put to trouble and expense in having their title confirmed and other matters.

Q. Do I understand you to say something about trouble of getting the title confirmed and you not think you would be very well paid by the stock you are to receive?

A. Well, when you think of the work and even the expenses.

Q. You think you would be underpaid?

A. No, sir, I think it fairly paid taking the chances to win or to lose.

Q. You can not tell me exactly can you, Mr. Story, when these different expenses were made between this corporation of yours—I speak by courtesy—when I say corporation—and the Corkran heirs—could you give me the different dates of them?

143 A. Well, Mr. Caffery, I think Mr. Pavy could tell you that better than I could as I did not charge my memory with them.

Re-examined-in-chief:

Q. Now, Mr. Story, is it not a fact that the very lease that the Crowley Oil & Mineral Company have to section forty-seven township nine south of range two west was made by parties defendants in this suit?

A. Yes, sir.

Q. Was it not to avoid legal complications that made us organize this company?

A. Yes, sir, I explained that.

Q. Was not one of the reasons that there were so many of the Corkran heirs and that they were dying out and going out of the State and when there was a division it would be easier to have it divided up in this way?

A. Yes, sir, that was one of the principal reasons.

Testimony of L. S. Scott, Marked No. 3.

L. S. SCOTT being first duly sworn deposes and says:

Q. Mr. Scott, you are the publisher of the Crowley Signal are you not?

A. Yes, sir, I am.

Q. Now, Mr. Scott, can you state to the court whether the charter of the Corkran Oil & Development Co. was or was not published in your paper, and if so, for what length of time?

A. It was not published in my paper.

Q. Mr. Scott, did the Corkran Oil & Development Co. apply to you for the purpose of getting stock books?

A. Yes, sir, they did.

Q. Did you get them for that company?

144 A. I did.

Q. When was that order put in with you?

A. In December the eleventh.

Q. About how long after did you receive them?

A. About seven or eight days after, I think.

Testimony of Pierre Pavy, Marked No. 4.

PIERRE PAVY being first duly sworn deposes and says:

Q. Mr. Pavy, you are one of the stock holders of the Corkran Oil and Development Co. and also one of the members of the board of directors of that corporation?

A. Yes, sir.

Q. And you have been such since the organization of the company?

A. Yes, sir.

Q. Is there any connection direct or indirect between the Corkran Oil & Development Co. as a corporation and the Crowley Oil & Development Co.?

A. No, sir, none.

Q. Or between the Corkran Oil & Development Co. and Myron Abbott & associates?

A. No, sir, on the contrary, Mr. Myron Abbott threatened to fix me up about this litigation—that was about two months ago.

Q. Now in what manner have the corporation funds of the Corkran Oil & Development Co. been expended up to this time?

A. Well, after we entered into the agreement of procuring the powers of attorney I started from here to get the powers and was away about six weeks, I think it was, and it was well understood that each man was to give his *pro rata* of the expenses and as I was in a big hurry I did not stop to collect from each individual but

took out funds from the bank—it was about six hundred or
145 seven hundred dollars.

Q. You say each man?

A. Yes.

Q. Well, how was that?

A. Well, it was to be divided into four—the expenses were to be borne in that way—Story & Pugh—one quarter—W. W. Duson—one quarter Kenneth Baillio—one quarter and Pavy & Terwilliger one quarter, and they were to share the expenses.

Q. In what proportion were they to share?

A. Well, W. W. Duson one quarter—Story & Pugh—one quarter—Baillio, one quarter and Pavy & Terwilliger, one quarter.

Q. To get what proportion. I mean to give what proportion?

A. We would have to give one quarter of what we would have to give for the recovery of the land.

Q. What proportion did you pay?

A. To what do you refer—do you mean what each man paid?

A. I refer to you as to what you paid one quarter of the expenses?

A. Why, we put up the money—Pavy & Terwilliger put up their funds and they re-inbursed us—the last amount paid out was for Mr. Dubuission for his service in this suit—$200.00—I paid that amount of two hundred dollars to him but I have not been as yet as I did not get around to collect.

Cross-examined:

Q. When was this agreement entered into between yourself and others to look up the lands of these Corkran people?

A. That was about the beginning of October, I think.

Q. By and between whom was this agreement made?

A. Between W. W. Duson, Pavy & Terwilliger, Baillio and Story & Pugh.

Q. What is your expected recompense for the money put up?

146 A. We do not get anything for the money—we are to get one half of whatever we recover—we put up the expenses.

Q. You are to get one half of the Corkran lands you recover?

A. Yes, sir, that is it.

Q. Whether by law suit, compromise or any other way?

A. Yes, sir.

Q. You say that it was agreed early in October that you and Mr. Terwilliger were to look up these Corkran heirs and get them to go into this corporation?

A. No, sir, we agreed to look up these Corkran heirs early in October, but the idea of the corporation had not been thought of.

Q. The first idea was that?

A. The first idea was to hunt up the Corkran heirs, get their power of attorney for which we were to get one half of the property after recovering it.

Q. When did this corporate idea first strike you, Mr. Pavy?

A. Well, just about four or five days before the incorporation of the company—the idea struck me in Opelousas and I met Mr. Baillio and suggested it to him as there were so many people interested in the land—so many heirs and it would save a lot of time and expense if there were to be a division as they were very scattered and if there was a sale it would put us to a great deal of trouble to get to see all of the interested parties in order to settle with them and so we thought it would be to the best interests of all concerned if we were to form a company which was done—we have gone to a great lot of trouble in the matter and we wanted to protect the interests of all and that was the best way of doing it we thought and another reason that there were so many heirs who were minors—there were at least ten or twelve fifteen or maybe twenty minors interested and in case of a compromise or anything of the kind or in fact anything that we could do in the prosecution of this suit we would have to go around to where each and every heir live and each and every minor to see them which would be much trouble and expense as well which could be avoided if a company was formed.

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Q. Now, then, you have provided in your charter for three hundred thousand dollars of capital stock when you have recovered the land—now, Mr. Pavy, is it not your agreement that you will take in stock what you will have recovered in land?

A. Yes, sir, we will get one hundred thousand dollars of stock and the heirs one hundred thousand and the other one hundred thousand will not be issued but simply remain in the company to be used, if necessary, for the benefit of the company.

Q. I see—at least, I think I saw that the resolution authorized the exchange of stock to the amount of two hundred thousand to the Corkran heirs that would then leave only one hundred thousand?

A. Well, we would buy from the heirs and we, as agents would take one hundred thousand in stock—that is our agreement with the Corkran heirs.

Q. Corkran heirs, then get two hundred thousand dollars' worth of stock which the corporation gives them and you, as individual take one hundred thousand from them?

A. No, sir, as their agents they gave us one hundred thousand dollars or one half of what they are to get.

Q. How long were you in getting up these heirs in this business?

A. Well, I think it was about six weeks, may be seven weeks.

Q. Where did you have to go in order to secure these heirs?

A. I went to St. Landry parish, Rapides parish, Vernon parish, Calcasieu parish, Caddo, Shreveport, and Gonzales Co. Texas that is northern Texas.

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Q. And you included all of your expenses in these one hundred thousand dollars' worth of stock that you are to get from the heirs of Anthony Corkran, deceased outside of your own one hundred thousand dollars?

A. Yes, sir, we foot the bills.
Q. You foot the bills and get paid in stock?
A. Yes, sir.
Q. I hope the bill- are very high?
A. Well, about fourteen hundred or fifteen hundred dollars.
Q. All of that has been paid out to get these people?
A. Yes, sir, to get these people, the cost of incorporation and two hundred dollars in attorneys' fees.

Testimony of J. T. Nixon, Marked No. 5.

J. T. NIXON, first being duly sworn deposes and says:

Q. Mr. Nixon, you are the publisher of the Crowley News and the Rice Belt News?
A. Yes, sir.
Q. Now, Mr. Nixon, do you recollect publishing at any time in your paper the charter of the Corkran Oil & Development Co.?
A. Yes, sir, I did publish it.
Q. Please state to the court, Mr. Nixon, when you published the charter of the company and for how long a time?
A. Well, it ran once a week for thirty days.
Q. Can you recognize this newspaper clipping as a copy of the Corkran Oil & Development Co. charter, which was published in your paper?
A. Yes, sir.
Q. Your paper is a weekly newspaper, I believe?
A. That is a daily.

149 Cross-examined:

Q. When was this charter first published—what was the date?
A. It was published first on November the sixteenth, nineteen hundred and one.
Q. When was it last published?
A. December the fourteenth, nineteen hundred and one.

Testimony of Pierre Pavy, Recalled, Marked No. 6.

Q. Did you know when you were hunting up the heirs to this land—the Corkran heirs that Messrs. Arnoudet, Laterille and Houssier were the holders of it and that you would have to *look* litigate with them for their title?
A. Yes, sir, I want to state here that those powers of attorney were gotten some time after October the sixteenth and Mr. Duson's was gotten some time before. I also want to correct some testimony previously given here by me. When you asked when *there* powers of attorney were gotten I answered in October those were the powers I went to get after the agreement with Mr. Duson, and others Mr. Duson held powers of attorney at that time—it amounted to about one twenty fifth of it.

150 Note of Evidence.

18th Judicial Dist. Court, Acadia Parish, Louisiana.

COCKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Upon trial of the merits as to all of the defendant- who have filed answers in this case and note of evidence upon confirmation of default as to those defendants who have not filed answers or joined issue.

Plaintiffs' Evidence.

1. Certified copy of act of incorporation of the Cockran Oil & Development Co. together with the approval annexed thereto of Wm. Cambell, district attorney of the 18th judicial district of Louisiana, as also list of subscribers to the stock of said corporation likewise appended to said charter and certificate of registry showing due recordation of all of the foregoing documents in the clerk's office of the parish of Acadia, Louisiana, marked "A."

This evidence is objected to by counsel for defendants on the grounds set up in their exception filed herein and now submitted to the court for determination. Objection overruled by the court. To which ruling of the court counsel for defendant- except, reserve the point and tender this note to stand in lieu of a bill.

2. Private act of Congress of date February 10th, 1897, with plat and patent annexed thereto together with certificate appended to all of the above, marked "B."

3. Senate executive document No. 111 of the forty sixth Congress, second session together with all letters and with list annexed thereto, marked "C."

4. Testimony of Mrs. Amelia McDaniels, widow of Leandre P. Fontenot Charles Thiel, Jr., Sarah Thiel and Robert Doucet taken under commission in this case on behalf of plaintiffs, marked "D."

151 To the admission of the testimony counsel for all of the defendants object on the ground that the testimony is hearsay and inadmissible. Objection overruled by the court, to which ruling of the court counsel for defendants except reserve a point and tender this note to stand in lieu of a bill.

It is understood that this objection will be considered to be made anew to all similar evidence with the same ruling and the same bill reserved.

5. Petition of mortuar*ia* including the entire record of suit No. 117 of the docket of the probate court of St. Landry parish—original offered with leave to substitute certified copy, marked "E." This offering is made for the purpose of showing the death of Anthony Corkran, also *that showing* he was a resident at the time of his

death, of St. Landry parish and also showing the names of his heirs mentioned therein.

This offering is objected to by counsel for defendants on the ground that it is an indirect and collateral attack on the tax title herein and there are not sufficient allegations in the petition to justify the admission of any such evidence; that in order to attack this title it would be necessary to proceed by direct action setting up the ground of nullity. Which objection was overruled by the court—to which ruling of the court counsel for defendants except, reserve a point and tender this note to stand in lieu of a bill.

6. Certified copy of power of attorney of the widow and heirs of Anthony Corkran, deceased to Anthony McDaniel of the parish of St. Landry together with certificate showing due registry of said act in the parish of St. Landry—said act being of date February 10th, 1819, marked "F."

This offering is objected to by counsel for defendants on the ground that it is hearsay and irrelevant and that it is entirely
152 *ex-parte* and is not such a document as can be relied upon to prove pedigree. Which objection is sustained by the court and the document is ruling out for the reason that the defendants have not had an opportunity of cross examining as to those parties. Counsel for plaintiffs reserve the right to annex such document to their bill of exception to this ruling of the court.

7. Act of settlement between the heirs of Margaret Watson, deceased widow of Anthony Corkran deceased and receipt of amount received by them in the settlement of said estate, together with certificate showing recordation of same of date August 1st, 1822, marked "G."

Counsel for defendants objected for the same reason stated in opposition to the introduction of the preceding document—objection overruled—to which ruling of the court counsel for defendants except, reserve a point and tender this note to stand in lieu of a bill.

8. Testimony of Martin W. Bundick residing in Guadalupe county, Texas—taken under commission in this case in behalf of plaintiffs, marked "H."

Same objection—same ruling—same bill reserved.

9. Testimony of Mrs. Eliza G. Bindick of Atascosa county, Texas, taken under commission in this case on behalf of the plaintiffs marked "I."

Sames objection—same ruling—same bill reserved.

10. Testimony of Mrs. Katie McDaniel of Calcasieu, parish, Louisiana taken under commission in this case on behalf of plaintiffs, marked "J."

Sames objections—same ruling—same bill reserved.

11. Testimony of Wm. Perkins of the parish of Rapides, La. taken under commission in this case in behalf of the plaintiffs, marked "K."

Same objections—same ruling—same bill reserved.

153 12. Testimony of Mrs. W. M. Massey of Angelina county, Texas taken under commission in this case in behalf of the plaintiffs, marked " L."

Same objections—same ruling—same bill reserved.

13. Testimony of Henry E. Thompson of Greer county, Oklahoma taken under commission in this case on behalf of plaintiffs, marked " M."

Sames objections—same ruling—same bill reserved.

14. Testimony of Mrs. Ma-tha Vincent, wife of Berry Cooley of Calcasieu parish, La. taken under commission in this case in behalf of plaintiffs, marked " N."

Same objections—same ruling—same bill reserved.

15. Testimony of Wm. P. Glaze, Mrs. Eliza M. Leutz, *Mw.* Shuff, Wm. W. Henschett, Frank Guillory, Mrs. Sarah Jane McDaniel, Rob't McDaniel, Valsin D. Ledoux, A. J. Thompson, Bridget Rowe, wife of Wm. T. Long, Mrs. Misso Lewis, widow of Leo Campell all of St. Landry parish, La., taken under commission in this case on behalf of plaintiffs, marked " O."

Same objections—same ruling—same bill reserved.

16. Certified copy of act of sale from J. Raoul Pavy and Pierre J. Pavy, agents to Alfred Pavy together with certificate of register of same in the clerk's office of Acadia parish, La. marked " P."

17. Certified copy of act of sale of date October 2nd, 1901 from Pierre J. Pavy and J. R. Pavy, agents to Alfred Pavy together with certificate of registry of same in the clerk's office of Acadia parish, La., marked " Q."

18. Certified copy of act of sale from Alfred Pavy to the Corkran Oil & Development Co. of date November 11th, 1901, together with certificate of registry of same in the clerk's office of Acadia parish, La., marked " R."

19. Certified copy of act of sale from Mrs. Sarah Jane McDaniel *et als.* to the Corkran Oil & Development Co. of date November
154 12th, 1901, together with certificate of registry of same in the clerk's office of Acadia parish, La., marked " S."

20. Certified copy of act of sale from Elisha Atteway *et als.* to the Corkran Oil & Development Co. of date November 13th, 1901 together with certificate of registry of same in the clerk's office of Acadia parish, La., marked " T."

21. Certified copy of act of sale from Pierre J. Pavy, agent to Corkran Oil & Development Co. of date November 30th, 1901 together with certificate of registry of same in the clerk's office of Acadia parish, La., marked " U."

22. Act of sale from Pierre J. Pavy, agent to the Corkran Oil & Development Co. of date November 30th, 1901 together with certificate of registry of same in the clerk's office of Acadia parish La. Certified copy marked " V."

23. Certified copy of act of sale from Pierre J. Pavy, agent of date December 4th, 1901 to the Corkran Oil & Development Co. together

with certificate of registry of same in the clerk's office of Acadia parish La. marked " W."

24. Certified copy of minutes of the board of directors of the Corkran Oil & Mineral Co. of date November 9th, 1901 authorizing the purchase of lands for the Corkran Oil & Development Co., marked " X."

25. Certified copies of acts Nos. 17354–17562–17584–17585–17586 17567–17568–17569–17570–17571–17572–17573–17574–17575–17576 17577–17578–17579–17580–17581–17582–17583–17584–17585–17586 17587–18588–15589–17590–17591–17592–17593–17594–17595–17596 17597–17598–17599–17600–17601–17602–17603–17604–17605–17606 17607–17608–17609–17610–17611–17612–17613–17614–17615–17616 17617–17618–17619–17620–17621–17622–17623–17624–17625–17626 17627–1633½—17637 being power of attorney from the heirs
155 of Anthony Corkran deceased to W. W. Duson, P. J. Pavy, J. R. Pavy *et als.* together with certificate of registry to each and every one of said acts showing due recordation of same in the clerk's office of Acadia parish, La. All of said offering being included under one head each and respectfully, marked " Y."

26. Act of ratification and confirmation of Mrs. Ormelien Vidrine surviving wife of Marcellin Ardoin, marked " Z."

27. Act of confirmation and ratification of Martin Vidrine of date June 21st, 1902 before Moise Lafleur, notary public, marked "AA."

28. Act of confirmation and ratification of Mrs. Rachel Myers of date Jan'y 18th, 1902 before H. A. Keyes, not. pub. of Calcasieu parish, La., marked " BB."

29. Act of confirmation and ratification of Zach. Glaze Forest before Eli Clark, notary public June 21st, 1902, marked " CC."

30. Act of confirmation and ratification of Mrs. Sara Jane Reed, wife of Leroy McNichol before S. Derbes, not. pub. of date June 19th, 1902, marked " DD."

31. Act of ratification and confirmation of Kimber L. Vincent before H. E. Hall, notary public of Calcasieu parish, La. Jan'y 1902, marked " EE."

32. Act of ratification and confirmation of Martin W. Bundick before J. T. Campbell, clerk of district court of Guadalupe Co. Texas, marked " FF."

33. Act of ratification and confirmation of W. B. Canion before E. K. Smith, notary public of Gonzales county, Texas of date Feb'y 21st, 1901, marked " GG."

34. Act of ratification and confirmation of Jesse J. Brantley before J. M. Bockings, notary public of Gonzales county, Texas of date Feb'y 21st, 1902, marked " HH."

35. Act of ratification and confirmation of Anthony Berza
156 before E. K. Smith, notary public of Gonzales county, Texas of date February 31st, 1002, marked " II."

36. Act of ratification and confirmation of L. McNichols before Joel L. Fletcher, notary public of Grant parish, La. of date Jan'y 20th, 1902, marked " JJ."

37. Act of confirmation and ratification of Mrs. Elucia L. Prudhomme before J. F. Statham, notary public of Rapides parish, La. of date Jan'y 14th, 1902, marked "KK."

38. Act of confirmation and ratification of Mart Lewis before Aleck Stagg, notary public of St. Landry parish, La. of date June 19th, 1902, marked "LL."

39. Act of ratification and confirmation of W. B. Lewis before Aleck Stagg, notary public of St. Landry parish, La. of date June 20th, 1902, marked "MM."

40. A certified copy of the last will and testament of Jas. Thiel deceased together with the judgment of court probating same. Marked "NN."

41. Testimony of C. C. Duson, marked "OO."

This closes all evidence offered on behalf of plaintiffs.

Defendants' Note of Evidence.

On behalf of Eugene Houssiere, Arthur Latreille, Laurent Arnoudet, and W. M. Fitzhugh.

1. Certified copy of tax sale made December 27th, 1882 before G. L. Dupre, notary public by C. C. Duson, sheriff of St. Landry parish, La., to Henry Gellert, marked No. 1.

This offering is objected to by counsel for plaintiffs on the grounds this this act is irrelevant and inadmissible as it does not affect the issues of this suit as it does not comprehend the property involved in this suit; also that it is too vague and indefinite in location as the property can not be properly identified and further that
157 there is nothing to show in the evidence that the United States Government ever parted with its title up to 1897. Objection overruled by the court—to which ruling of the court counsel for plaintiffs except, reserve the point and tender this note to stand in lieu — a bill of exceptions.

2. Photo-lithographic map of township 9—south range 2 west of the south western district of Louisiana together with certificate of Binger Herrman Commissioner of General Land Office.

The introduction of this document in evidence is objected to by counsel for plaintiffs on the ground that it is not permissible for the defendants in this suit to introduce any evidence either documentary or oral for the purpose of amending, reforming or correcting the radically defective description in the tax title first offered in evidence by them. Which objection was overruled by the court—to which ruling of the court counsel for plaintiffs except, reserve a point and tender this note to stand in lieu of a bill.

3. Act of sale from Henry Gellert to J. L. Bradford acknowledged before W. B. Anderson, notary public together with certificate showing registry, marked No. 3.

4. Certified copy of act of sale from J. L. Bradford to Jean Gay

executed before J. E. Barry, notary public, together with certificate of the clerk of court of Acadia parish, La. showing registry in the conveyance books of Acadia parish, marked No. 4.

—. Certified copy of power of attorney from J. L. Bradford to Welman Bradford authorizing him to make the sale just introduced in evidence, marked No. 5.

6. Certified copy of act of sale from Henry Gellert to Max E. Gertsy same being acknowledged before W. B. Anderson, notary public together with the certificate showing registry in the conveyance book in the office of the recorder of Acadia parish, La., marked No. 6.

158 7. Act of sale from said Max E. Gertsy to Mrs. Annie Inderstrut acknowledged before J. Barton, justice of the peace together with the certificate showing registry of said act in the recorder's office of the parish of Acadia, La., marked No. 7.

—. Act of sale from Mrs. Annie Inderstut by Henry Gellert, agent to Valentine Huber by act executed before H. C. Wilkins, notary public with certificate showing due registry in Acadia parish, La., marked No. 8.

9. Act of sale from Valentine Huber to Jean Gay and Laurent Arnoudet executed by P. J. Chappuis, notary public together with the certificate showing due registry in the parish of Acadia. Marked No. 9.

10. Act being partition between Jean Gay and Laurent Arnoudet before A. C. Lormand, notary public together with certificate showing proper registry of same in Acadia parish, La., marked No. 10.

11. Act from Jean Gay to Arthur Laterille executed by H. C. Wilkins, notary public together with certificate showing due registry in Acadia parish, La., marked No. 11.

12. Act of sale from Jean Gay to Eugene Houssiere executed before H. C. Wilkins, notary public together with a certificate showing registry in the parish of Acadia, La., marked No. 12.

13. Act acknowledged before W. B. Anderson, notary public from Mrs. Annie Anderstrut wife of Henry Gellert and by him authorized to Henry Gellert power of attorney, marked No. 13.

All of the above and foregoing documents objected to by counsel for plaintiffs on the grounds already set forth in the objection to the introduction of the original tax title and the map of Tp. 9 same being offerings Nos. one and two by the defendants. Same ruling same bill reserved.

14. Deposition of Hon. Binger Herman, Commission- of the
159 General Land Office executed before Charles S. Bandy, commissioner of deeds for the State of Louisiana at Washington, D. C., together with annexed documents, marked No. 14.

15. Deposition of James L. Lewis, surveyor general of Louisiana executed before W. Morgan Gurley, notary public in and for the parish of Orleans under commission together with all documents thereto annexed, marked No. 15.

16. Patent to section 47—township No. 9 S. R. 2 west issued under

act of date February 10th, 1897—same having been previously offered herein by the plaintiffs, marked No. 16.

17. Certified copy of proceedings in the suit entitled Henry Gellert *vs.* Eugene Houssier, No. 474 of the 11th judicial district court, State of Louisiana including judgment thereon—also judgment of the circuit court and together with certified copy of the judgment of the court of appeals—the whole record as far as obtainable being included in this offering, marked No. 17.

This offering is objected to by counsel for plaintiffs on the ground that the proceedings between those two parties are *res inter alios acta* and do not affect the plaintiffs. Objection overruled by the court—to which ruling of the court counsel for plaintiffs except reserve a point and tender this note to stand in lieu of a bill.

18. Testimony of Oscar H. Terwilliger, marked No. 18.

19. Pages 68 to 76 both inclusive of the abstract of the United States entiries in Acadia parish, La. on record in the recorder's office of the parish of Acadia and certified to as being a true and correct abstract from the records of the United States land survey records of United States lands in the parish of Acadia by T. J. Butler.

Original offers with leave to substitute certified copy, marked No. 19.

160 This offering is objected to by counsel for plaintiffs for the same reasons as stated in the bill of exception to offerings Nos. one and two—same ruling same bill reserved.

20. Testimony of Zenor Huber, marked No. 20.
21. Testimony of Jean Gay, marked No. 21.
22. Testimony of Valentine Huber, marked No. 22.
23. Testimony of Alfred Fontenot, marked No. 23.
24. Testimony of Cyprien Fontenot, marked No. 24.
25. Testimony of Eugene Houssiere, marked No. 25.
26. Testimony of Arthur Latreille, marked No. 26.
27. Testimony of Laurent Arnoudet, marked No. 27.

Note of Evidence on Behalf of the Crowley Oil & Mineral Company.

All of the testimony taken on behalf of the other defendants is offered to constitute evidence in their behalf without reoffering the same in detail and subject to all of the exceptions taken by counsel for plaintiffs to testimony offered and with reservation of all bills of exception taken hereto as to the ruling of the court.

Note of Evidence on Behalf of the Defendants S. H. A. Spencer & Co.

All of the testimony taken on behalf of the other defendants is offered to constitute evidence in their behalf without reoffering the same—detail and subject to all of the exceptions taken by counsel for plaintiffs to testimony offered and with reservation of all bills of exception taken thereto as to the ruling of the court.

1. Certified copy of oil lease, etc. by Laurent Arnoudet and Jules Clement to A. C. Wilkins passed before H. C. Wilkins, notary public of date April 9th, 1901—No. 16544—clerk's office Acadia parish together with certificate of registry thereon appearing. Marked "AA."

2. Act of transfer of foregoing lease by A. C. Wilkins to S. A. Spencer & Co. of date April 24th, 1901, together with certificate of registry thereon endorsed, marked "BBB."

161 3. Oil lease Arthur Laterille to S. A. Spencer dated April 19th, 1901 together with certificate of registry thereon endorsed. Marked "CCC"

4. Act of transfer and assignment of the above Laterille lease by S. A. Spencer to S. A. Spencer & Co. of date April 24th, 1901 together with certificate of registry thereof thereon endorsed. Marked "DDD." It is admitted that all signatures to the above and foregoing documents are ture and genuine.

Note of Evidence on Behalf of S. M. Scott and J. C. Beattie, Defendants.

All of the testimony taken on behalf of the other defendants is offered to constitute evidence in their behalf without re-offering the same in detail and subject to all of the exceptions by counsel for plaintiffs to testimony offered and with reservation of all bills of exception taken thereto as to the ruling of the court.

1. Certified copy of act and contract of lease and sale of Arthur Laterille and Eugene Houssiere to S. M. Scott and J. C. Beattie dated September 23rd, 1901 together with certificate of registry thereon, marked "111."

2. Testimony of Gilbert L. Dupre, marked "222."

3. Testimony of Percy Ogden, Esq., marked "333."

4. Appointment of the *curator ad hoc* and qualification as such on filed in this record for S. M. Scott and J. C. Beattie, absentees, marked "444."

5. The whole record of the case to show service. Marked "555."

This being all of the evidence adduced on the trial of the above numbered and entitled cause in open court this twenty fifth day of June A. D. 1902 this note of evidence is hereby closed.

(Signed) R. T. CLARK,
Clerk of Court.

Filed June 20., 1902.

(Signed) R. T. CLARK, Clerk.

162 It is agreed and understood by and between the parties to this suit that the certificate from the sheriff of the parish of Acadia will — handed in and from a part of the note of evidence to show when and by whom the taxes were paid on this land from the time of the purchase by Henry Gellert up to the present date.

For Plaintiff.

Private Act of Congress Dated Feb'y 10th, 1897, with Plat and Patent Annexed, Marked "A 2."

The United States of America to all to whom these presents shall come, Greeting:

Whereas, by the act of Congress approved February 10th, A. D. one thousand eight hundred and ninety-seven, entitled "An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana," it is provided—

"That all the right, title and interest of the United States in and to the lands situate in the State of Louisiana, known as the located but unconfirmed private land claims therein, aggregating about eighty thousand acres, and specifically described in the list of tabular statement accompanying the report, dated February nineteenth, eighteen hundred and eighty, made by the surveyor-general of Louisiana to the Commissioner of the General Land Office, under a resolution of the United States Senate of December second, eighteen hundred and seventy nine, and which report and list were communicated to the Senate by the Secretary of the Interior on March eight, eighteen hundred and eighty, as Senate executive document numbered one hundred and eleven, Forty-sixth Congress, second session, shall be, and the same are hereby directed to be granted, released, and relinquished by the United States, in fee simple, to the respective owners of the equitable titles thereto and their re-
163 spective heirs and assigns forever, as fully and completely, in every respect whatever, as could be done by patents issued therefor according to law.

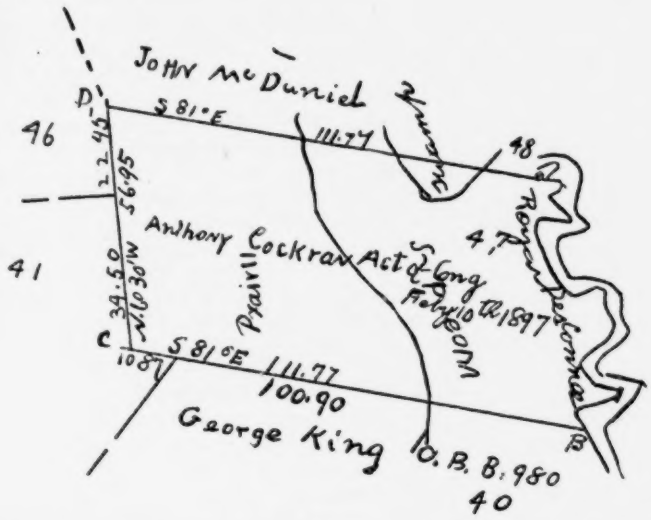
SEC. 2. That nothing contained in this act shall in any manner abridge, divest, impair, injure or prejudice any valid right, title, or interest of any person or persons into — to any portion or part of the lands mentioned in said first section, the true intent of this act being to relinquish and abandon, grant, give and concede any and all right, interest, a-d estate in law or equity which the United States is or is supposed to be entitled to in said lands, in favor of all persons, estates, firms or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription, in the absence of the said interest and estate of the United States.

SEC. 3. That the Department of the Interior shall cause patents to issue for such lands, and such patents shall issue in the name of the original claimant as appears in the list or schedule aforesaid, and when issued shall be held to be for the use and benefit of the true and lawful owners as provided in sections one and two of this act."

And whereas, the private land claim of Anthony Corkran, ap-

pears in the list of claims embraced in the aforesaid Senate executive document numbered one hundred and eleven, and, therefore, stands confirmed and entitled to act of Congress herein before recited.

And whereas, the aforesaid claim has been regularly surveyed as section forty-seven in township nine, douth of range two west in the south western district of Louisiana, containing five hundred and eighty acres and ninety hundredths of an acre as appears by the plat and descriptives notes thereof on file in the General Land Office of the United States duly approved by Chas. F. Dickinson, U. S. surveyor general for the State of Louisiana on the thirtieth
164 day of October, one thousand eight hundred and ninety-seven, which said plat and rescriptive note are herein inserted and made a part of these presents, and are in the words and figures following to-wit:



"The above plat represents the survey of the private land claim of Anthony Corkran embraced in Senate Ex. Document No. 111 46th Cong. 2d. session and confirmed by the act of Congress approved February 10th, 1897, entitled "An act to quiet title and possession with respect to certain unconfirmed and located private land claim in the State of Louisiana" the following being a description of the survey taken from the approved field notes of P. A. Thibodeaux, deputy surveyor.

"Begin-ing at A the upper front corner of this claim on the right bank of Bayou des Cannes and lower front corner of the claim of John McDaniel post, pecan 10 in. S. 18 W. 41 lks. tupelo
165 gum 4 ft. S. 87 E. 14 lks. Thence with the traverse down the right bank of Bayou des Cannes S. 19 W. 3.50 chs. S. 18

E. 3.00 chs. S. 59 E. 4.60 chs. S. 45 E. 2.00 chs. N. 71½ W. 2.00 chs. N. 68½ W. 4.30 chs. N. 88½ W. 4.10 chs. S. 53 W. 1.70 chs. S. 16 E. 3.30 chs. S. 22 E. 5.40 chs. S. 44 E. 170 chs. S. 31½ E. 6.0 chs. S. 82½ E. 2.00 chs. N. 58 E. 3.00 chs. N. 88 E. 2.00 chs. S. 40 E. 5.60 chs. S. 27½ E. 8.40 chs. S. 74 W. 3.70 chs. S. 49 W. 4.90 chs. S. 3 W. 4.00 chs. S. 47½ E. 2.70 chs. S. 77 E. 5.80 chs. S. 53½ E. 2.80 chs. S. 62 W. 3.20 chs. S. 77½ W. 5.00 chs. S. 54½ W. 2.50 chs. S. 19 W. 3.00 chs. S. 21½ W. 2.50 chs. to "B" the lower front corner of this claim and upper front corner of the claim of George King, post tupelo gum 3½ ft. with a very old X and in edge of bayou N. 58¾ E. 62 lks. ash 8 in. S. 59½ E. 31½ lks. persimmon 4 in. N. 47¾ lks. Thence on the lower side line of this claim and upper side line if the claim of George King N. 81 W. 39.50 chs. to prairie on the south brs. S. 63½ W. and timber on the north of line 40.30 chs. leave timber and enter prairie brs. N., S. E. 100.90 chs. to the upper back corner of the claim of George King, mulberry post, a charcoal charred cypress stake on the west of post, raised a mound 111.77 chs. to C the lower back corner of this claim, cor. common to it and section 41. mulberry post on the west of which set a c. c. cypress stake dug 4 pits and raised a mound. Thence on the back line of this claim between it and section 41 N. 6½ W. 34.50 chs. to line between sections 46 and 41 mulberry post on the west of which set a c. c. cypress stake dug 4 pits and raised a mound 48.40 chs. road brs. north to ferry and south to near Julian Goth's house 51.38 chs. leaves open prairie and enter rice field 56.95 chs. to D the upper back corner of this claim and lower back corner to the claim of John McDaniel, sassafras post west of which set a c. c. cypress stake and dug four pits. Thence on the upper side line of this claim and lower side line of the
166 claim of John McDaniel S. 81 E. 2.23 chs. leave rice field & small pond and enter open prairie 3.17 chs. road brs. nearly N. & S. 29.27 chs. grove of oaks about 2 chs. south and about 5 chs. wide 47.27 chs. leave prairie and enter timber brs. nearly N. & S. 75.77 chs. leave highland and enter slough water 3 feet deep 81.27 chs. leave slough runs south and enter highland 86.77 chs. leave highland and enter slough previously noted runs north 95.77 chs. leave slough and enter highland 100.52 chs. leave old ruins of a cabin 101.77 chs. leave highland and enter deep swamp 111.77 chs. to A the place of beginning.

Being section No. 47 in township No. 9 south of range No. 2 west in the south western district, Louisiana, containing 580 acres and 90 hundredths of an acre.

"Surveyor general's office.

NEW ORLEANS, LA., October 30, 1897.

"Examined and approved.

"CHAS. H. DICK-NSON,
"Surveyor General, Louisiana."

Now know ye, that the United States of America, in consideration of the premises herein set forth, and in conformity with the provisions contained in sections two and three of the aforesaid act of the tenth day of February one thousand and eight hundred and ninety seven, has given and granted and by these presents does give and grant unto the said Anthony Cockran and to his heirs and assigns the tract of land embraced and described in the foregoing survey:

To have and to hold the said tract of land with the *pa*purten-ces unto the said Anthony Cockran his heirs, assigns and successors in interest forever.

167 In testimony whereof, I, Wm. McKinley, President of the United States of America, have caused these letters to be made patent and the seal of the General Land Office to be hereunto affixed. Given under my hand at the city of Washington this twenty-second day of November in the year of our Lord one thousand eight hundred and ninety-seven and of the Independence of the United States the one hundred and twenty second.

[SEAL.]

By the President,

WILLIAM McKINLEY,
By F. M. McKEAN, Secretary.
C. H. BUSH,
Recorder of the General Land Office.

Rec. vol. 24—page 244 to 250 inclusive.

For Plaintiff.

Deposition of Mrs. Amelia McDaniel, Marked "A 4."

THE STATE OF LOUISIANA:

In the 18th Judicial District Court in and for the Parish of Acadia.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET and ARTHUR LATREILLE ET AL. } No. 1405.

Deposition of Mrs. Amelia McDaniel, widow of Landre Phillip Fontenot, taken before me, Benj. H. Pavy, a notary public duly commissioned, qualified, and sworn in and for St. Landry parish, Louisiana, at her residence in Pine Prairie, St. Landry parish, on the 25th day of March, A. D. 1902, by virtue of a commission issued by the Honorable R. T. Clark, clerk of the 18th judicial district court in and for the parish of Acadia.

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STATE OF LOUISIANA,
Parish of St. Landry. }

Deposition of witness taken and subscribed before me, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish of St. Landry, State of Louisiana, and acting as such on the 25th day of March, A. D. 1902, between the hours of eight o'clock a. m. and four o'clock p. m. of said day, at the place aforesaid, in St. Landry parish, and pursuant to the annexed commission issued by the Honorable R. T. Clark, clerk of the 18th judicial district court in and for the parish of Acadia, and to me directed and to be used in evidence in a certain cause now pending in the said 18th judicial district court wherein The Corkran Oil and Development Co. are plaintiffs and Laurent Arnoudet and Arthur Latreille *et als. as* defendants.

Personally came and appeared Mrs. AMELIA MCDANIEL, widow of Leandre Phillip Fontenot witness known to me and of lawful age, being present at the time and place aforesaid and being by me first duly sworn according to law to testify the truth, the whole truth and nothing but the truth in regard to the matter in controversy in the suit aforesaid, did then and there on oath depose say and answer as follows, to-wit:

To the first interrogatory she says:—
Amelia McDaniel wdw. of Leandre Phillip Fontenot, I am seventy four years old; farming at Pine Prairie, St. Landry parish, La.
To the second interrogatory she says:
Thirty five years.

To the third interrogatory she says:

I knew Anthony Corkran from reputation only; he was my grandfather Elizabeth Corkran and my aunt Margaret Corkran by
169 whom I was partly raised always told me that he was my grandfather.

To the fourth interrogatory she says:—

He lived in this parish, and I think he died here.

To the fifth interrogatory she says:—

I always heard that he was mattied; I don't know to who, we always spoke of them as grand pa and grand me Corkran; yes, he and his wife died and left children; they left seven children; six girls and one boy—the names of said children are 1st. John Corkran 2—Margaret Corkran 3 Catherine Corkran 4 Elizabeth Corkran, this one was my mother; 5 Sarah Corkran, we always called her Aunt Sallie; 6—Mary Corkran; 7 Bridget Corkran, we called her Aunt Bid they resided in the parish of St. Landry.

To the sixth interrogatory she says:—

They are all dead, my aunt Margaret Corkran who partely raised me died in Washington, La.; it was a sickly season & she sent me on the Atchafalaya river to spend the season, she took sick and died before I cam- back, they sent us a letter by the steamboat telling us that she was dead, and we came back home, I was with my first cousin Elizabeth Row, wife of Winsor Smith: Elizabeth Corkran, my mother died near Ville Platte, St. Landry parish, on the same place that John F. Sloan is living now. Catherine Corkran also died in Ville Platte Prairie she lived about three miles from my mother's place. Sarah Corkran (Aunt Sallie) died in what we called old Grand Prairie; Mary Corkran died on Bayou Bœuf, I think. Aunt Bid (Bridget Corkran) left my mother's house on horse back on her way she fell from the horse and died from the effects thereof at her home at the upper end of Pine Prairie, St. Landry parish. John Corkran died either at "Corkran Prairie" about two miles from Ville Platte or in the pine wood; he lived at a place called
170 Corkran Prairie as above stated, I heard some years ago that a catalpa post that he had put in the ground had grown and was standing there yet; this place (Corkran Prairie) was called after him.

To the seventh interrogatory she says:

The- are all dead as stated above, they were all married, 1—Catherine Corkran married old John McDaniel Sr. the children issue of this marriage that I remember were Anthony McDaniel Gabriel McDaniel, Elizabeth McDaniel, Polly McDaniel, we called her that way I think her name was Mary; Sallie McDaniel, this may have been her nickname; Catherine McDaniel; Clary McDaniel; Ellina McDaniel; I think this — all. They were my father's half sisters and brothers and my first cousins. Anthony McDaniel married Celeste Pitre, Gebriel McDaniel married Eliza Hamilton; Elizabeth McDaniel married Cyprien Fontenot, Polly McDaniel married a man — of West, I d- not know his given name. Sallie McDaniel

married Alexander Fontenot, a brother of Cyprien Fontenot, who married Elizabeth McDaniel; Catherine McDaniel married a man by the name of Caleste Rougeau; Clary McDaniel married Louis Fogleman; Ella McDaniel Randolph Fogleman, a brother of Louis Fogleman who married Clara McDaniel. 2—Elizabeth McDaniel, who was my mother married John McDaniel Jr.—he was a son of John McDaniel Sr. who subsequently married Catherine Corkran my aunt, there was issue of the marriage between my mother and father as above stated the following children to-wit: 1—myself (Amelia McDaniel) wdw. Leandre Phillip Fontenot; 2—Peter McDaniel died without issue, never was married Jackson McDaniel died without issue, he never was married he was young when he died, was running a horse, the horse fell with him and killed him. 4 Cernia McDaniel married Philip Bridenall—they left one child named James Bridenall who lives near Bunkie, Avoyelles parish, La. My mother, Elizabeth Corkran then married a man — Elizabeth
171 Nighton wife of Wm. Holt dec's she lives in Rapides parish near Hinston P. O.

3. Bridget Corkran (Aunt Bid) married Andrew Row, they are both — man by the name of Laften—they went off—don't know what became of them. 2—Elizabeth Row, who married a man by the name of Winso Smith—they had four little girls who died young and without issue; she and her husband are also dead, they lived on the Atchafalaya where the Courtableau empities in the river, these four little girls were buried there I went to the little graves while I was there. 3—Polly Row who married Wm. Campbell—they lived up at the end of the prairie (Pine prairie) a long time, and then went to Texas; they had two or two three little children when they left here. 4—Andrew Row, he died many years ago when quite young—never married and left no issue. This Elizabeth Row was named after my mother and came home often—she was a great favorite among us.

4. Mary Corkran married Nathaniel West, we called him Uncle "Nat." They are both dead and left the following children to-wit:—1—Wm. West, he is dead, was married to Sallie Johnson as well as I can recollect; she died some few years ago—they left some children one I know by the name of —— West who married Wm. Goodman, they live in this parish. Rachel West, wife of Orian Elliott, Sophie West wife of Cage Watson, Andrew West, Macentire West, we called him "Mack" he was killed about three or four years ago his children are living yet some where about Bunkie, Avoyelles parish. 2. Sophia West who married a man by the name of Hardin Lewis the- are both dead and left some children. Misso Lewis is one of her children, she married a man by the name of Campbell who was my husband's newphew, they lived here for a while and then went on Bayou Bœuf—she is living yet; another daughter by the name of Lucy or Lucinda Lewis she is married to James Baldridge—this is all I can remember of, there were others but I
172 cannot call their names.

5. Margarete Corkran, I knew her very well, better than my mother she died and left no issue—she never had any children.

6. Sarah Corkran married a man by the name of Bundick, I don't remember who their des-endants were, they had one son by the name of Wm. Bundick who lived on this place (the plantation I am living on now) he went to Texas—he was married when he left here but I don't know who his children were. She also had a daughter by the name of Liza or Elizabeth Bundick who was married to a man by the name of Pierre Buillory—I don't know their children—also another daughter by the name of Sallie Bundick—I always called her Cousin Sallie, don't know if that was her given name or not, Cousin Sallie, Aunt Sarah's (Sallie also) daughter was married to Francoise Doucet—I can't give the name- of these children. My Aunt Sarah Corkran then married a man by the name of Houchet—there was two children issue of this marriage, to-wit: 1—Charlotte Houchet she married—I can not give any further account of her. 2—Cesare Houchet, I think he married. I can't say anything more about him. This is all I can say about Aunt Sarah Corkran.

7. John Corkran. He married also but I can't give his wife's name I always called her Aunt "Patsy" that was Uncle John Corkran's wife. He had a son by the name of Anthony Corkran—I knew him well he was my first cousin, he was killed—some one struck him back of the head with a stick while he was on horse back, I don't remember the man's name that killed him, another son by the name Louis Corkran he was killed by the "jayhawkers" during the war, his nepher Paul Teal was also killed at the same time. 3—Sallie Corkran was also a daughter of Uncle John Corkran, she was married to a man by the name of Charles Teal he is dead, she is also, Paul Teal the one who — killed was one of her children, there is a 173 son by the name of Charles Teal, Jr., and a daughter by the name of Sarah or Sallie Teal who married a man by the name of Nash, they don't live far from here. He had another daughter that was named I suppose Elizabeth Corkran—I called her Cousin "Bettsy" she is dead, was married to Zacharie Glaze, they left some children I know two of them well Wm. Glaze who lives near Bunkie, Avoyelles parish and Liza Glaze wife of —— Lutz who lives near Chicot, St. Landry parish, La. Anthony and Louis Corkran, sons of John Corkran were both married, but I don't know who their wife was—they lived at a place called "Hickory Flat."

To the eighth inter-ogatory she says:—

There is only two of Anthony Corkran's grandchildren living that is, myself (Amelia McDaniel, Leandre Phillip Fontenot) and my half sister Mrs. Elizabeth Nighton, wife of Wm. Holt she lives in Rapides parish; the others are all dead and I have given the names of their descendants as well as I could in answer to interrogatory number seven.

To the ninth interrogatory she says:
I have answered this as near as I could in answer to interrogatory No. 7.
To the tenth interrogatory she says:—
I know this from personal acquaintance with the family and from information I got from old people and relatives to the family.
To the eleventh interrogatory she says:—
I am a grand child of Anthony Corkran & wife and I have given the names of these descendants as near as I could you will have to figure the relationship yourself.
To the twelfth interrogatory she says:—
I had a family Bible with the names of my grand father and mother this one has been lost and destroyed, I produce the
174 one showing who my father and mother was.
To the thirteenth interrogatory she says:—
I have stated all I knew.

And the said Mrs. Amelia McDaniel, wdw. Leandre Phillip Fonte not still being under oath, I propounded to her the cross interrogatories to which she made the following answers to-wit:—
To the 1 cross interrogatory she says:—
Not entirely—I was personal- acquainted with my aunts and got a great deal of information from them.
To the 2 cross interrogatory she says:—
My answer will show *for* my testimony in hearsay and what facts are from my own personal knowledge.
To the 3 cross interrogatory she says:—
I derived most of this knowledge from my aunts and from my oldest sister, and from association with my relatives and from knowing the parties that I have testified about and stated were the children and grandchildren of Anthony Corkran and wife.
To the 4 cross interrogatory she says:—
The marriages I have testified about is altogether from hearsay; these parties I said were married people were spoken of — my family as being married people—I don't know of my own personal knowledge if they were married or not.
To the fifth cross interrogatory she says:—
My answer will show this also.
To the 6th cross interrogatory she says:—
I have known these facts from childhood and as far back as I can recollect.
To the 7th cross interrogatory she says:—
I have an interest as *hear* and have an interest in whatever might be recovered I hope to get something if successful.
175 To the 8th cross interrogatory she says:—
I received no assistance from any one, I have testified from my own personal knowledge and from hearsay.
To the 9th cross interrogatory she says:—
I received none as state- above.

AMELIA McDANIEL.

STATE OF LOUISIANA,
Parish of St. Landry.

I Benj. H. Pavy a notary public in and for the parish and State above written and duly sworn and qualified as such, do hereby certify that the above named Mrs. Amelia McDaniel, wdw. of Leandre Phillip Fontenot was by me first duly sworn to testify the truth, the whole truth and nothing but the truth, and that the depositions *were* by her subscribed as above set forth *were* reduced to writing by me and was subscribed by the said *within* in my presence and said depositions *were* taken as specified in the commission hereto attached, and that I am not counsel, attorney or otherwise interested in the event of this suit.

In faith whereof I have hereunto signed — and affixed the seal of office on this 25th day of March A. D. 1902.

B. H. PAVY,
Notary Public.

Filed June 25/1902.
R. T. CLARKE, Clerk.

For Plaintiff.

Deposition of Charles Teal, Jr., Exhibit "D," Marked "A 5."

STATE OF LOUISIANA:

In the 18th Judicial District Court in and for the Parish of Acadia.

CORKRAN OIL AND DEVELOPMENT CO.
vs.
LAURENT ARNOUDET and ARTHUR LATREILLE ET ALS. } No. 1405.

176 Deposition of Charles Teal, Jr., taken before me, Benj. H. Pavy, a notary public, duly commissioned, qualified, and sworn, in and for St. Landry parish, Louisiana, at Dossman, in St. Landry parish, Louisiana, on the 25th day of March. A. D. 1902, by virtue of a commission by the Honorable R. T. Clark, clerk of the 18th judicial district court in and for the parish of Acadia.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness, taken and subscribed before me, Benj. H. Pavy, *and* notary public, duly commissioned and sworn, in and for the parish of St. Landry, State of Louisiana, and acting as such, on the 25th day of March, A. D. 1902, between the hours of eight o'clock a. m. and 4 o'clock p. m. of said day, at place aforesaid and pursuant to the annexed commission issued by the Honorable R. T. Clark, clerk of the 18th judicial district court in and for the parish of Acadia, and to me directed, and to be read in evidence in a certain cause now pending in the said 18th judicial district court, wherein The Corkran Oil and Development Co. are plaintiffs and Laurent Arnoudet and Arthur Latreille *et al.* are defendants.

Personally came and appeared Mr. CHARLES TEAL JR. witness known to me and of lawful age being present at the time and place aforesaid and being by me first duly sworn according to law to testify the truth, the whole truth and nothing but the truth in regard to the matter in controversy in the suit aforesaid did then and there on oath depose say and answer as follows, to-wit:—

To the first interrogatory he says:

My name is Charles Teal Jr. seventy five years old, was born Dec. 31st, 1827, farming near Dossman, St. Landry parish, La.

To the 2 interrogatory he says:

All my life.

To the 3 interrogatory he says:

177 I knew him from reputation only.

To the 4 interrogatory he says:—
I always heard that he lived and died in St. Landry parish, La.
To the 5 interrogatory he says:—
Yes, I always heard he was married, don't know to whom; yes they died and left children, they had one son and several daughters. I don't know how many; I have heard the names of their daughters but can't call them; John Corkran was his son, this was my grandfather he — dead and resided in St. Landry parish, La.
To the 6th interrogatory he says:—
They are all dead I think so and have heard this from my parents.
To the 7th interrogatory he says:—
John Corkran I *awl*ays heard was a son of Anthony Corkran and was my grandfather, my grandfather, John Corkran was married to Martha or "Patsy" Martin, they are both dead—I knew my grandmother very well—she died when I was a grown boy; they left as issue of their marriage the following children to wit:—(1) Sarah Corkran (2) Rebecca Corkran (3) Elizabeth Corkran (4) Anthony Corkran and (5) Louis Corkran. I heard that they had another child named Stephen Corkran and that he had died when he was twelve years old without issue. (1) Sarah Corkran was my mother—she married Charles Teal—they are both dead and left as issue of said marriage the following children to wit:—(1) John Teal who died without issue myself (Charles Teal Jr.) Wm. C. Teal who resided at or near Crowley La. Sarah Teal wdw. Eli Nash who lives near Dossman, St. Landry parish, La. Mathilda Teal who was married first to Frozain Phillip Fontenot and second time to Denise Fontenot she died and left no issue. James Teal who married Lucie Vidrine and then to Pauline Amel he died and left no issue of either marriage. Paul Teal who died in Calcasieu, was never married, left no issue he was killed by the "jayhawkers" during the civil war.

178 2. Rebecca Corkran married Wm. Nicholls—they are both dead and left the following children towit: Stephen Nicholls who is dead—was married to Miss —— Cole they lived in Calcasieu parish. Zackary Nicholls—he was married—I don't remember to who- I heard but have forgotten—he lived in Calcasieu parish a long time then went to Texas and died there. Thomas Nicholls who died without issue—Louis N. Nicholls he is living yet in Vernon parish—Elizabeth Nicholls, wife of Eli Royer, the last time I heard from them they lived in Calcasieu parish, La. Martha Nicholls married Val Vincent she is dead—left some children who lives in Calcasieu parish, La. Ellen Nicholls married but I don't know to who—they lived in Calcasieu parish, La. Hester Nicholls she was married also but I don't know to who—she lived in Calcasieu parish, La.

9. Elizabeth Corkran—she married Zachary Glaze—they are both dead and left the following children towit—Willis Glaze who was living in Texas the last time I heard from him—William P. Glaze

who is living in Avoyelles parish, La.—Zackary Glaze he lives up near Grand Cane, La.—Sarah Glaze, she is dead and left no issue—Eliza Glaze married Frederick Lutz she is living near Chicot, St. Landry parish, La. Susan Glaze she is dead, left no issue was never married. Adelaide Glaze who married Pat. Forest—she is dead—she left only one child issue of said marriage his name is Zackary Forest, he lives on Bayou Cocodrie this parish near Lone Pine.

4. Anthony Corkran—he was married to Polly Ritter—they are both dead—they lived Calcasieu parish, La. and left four children towit:—John Corkran, he died during the civil war was married but I d*no*'t remember to who, he lived in Calcasieu parish, La. Louis Corkran known as little Louis Corkran (we called him that way) he is dead was killed by the "jayhawkers" at the same time that my brother Paul Teal was killed by these follows, he lived in
179 Calcasieu parish, La. I think he left one child don't remember his name. Margaret Corkran who married Mack Massey I don't know whether they are living yet or not.

Mary Corkran she was married also, but I don't remember to who she and her husband lived in Calcasieu parish, La.

5. Louis Cockran he was married to a woman by the name of "Aunt Tennie" I knew her well, went to her house after, I remember that we called her "Aunt Tennie," they are both dead, I don't remember if he had any children, he was married twice, Aunt Tennie was his last wife I never heard Uncle Louis say anything about his first wife but always heard that he was married twice—I heard the names of my grandfather's sisters often, but have forgotten their names I heard that two of his sisters was married to McDaniel's one married to a man name- West, one married to a Bundick, I don't remember their names.

To the 8th interrogatory he says:—

Mrs. Fontenot who lives in Pine Prairie was John McDaniel's daughter, she is a grandchild of Anthony Corkran this is the only one that I know. I think all the other- are dead and have partly answered this in answer to interrogatory No. 7.

To the 9th interrogatory he says:—

I have answered this as near as I could in answering interrogatory No. 7 above.

To the 10th interrogatory he says:—

Mostly by hearsay, I got most of my information from my mother Sarah Corkran wife of Charles Teal, she died in 1863.

To the 11th interrogatory he says:—

I am a great grandchild of Anthony Corkran and wife, I am a grandson of John Corkran who was the son of Anthony Corkran and wife so the old folks have always told me. I have stated the relationship of the other heirs and you can figure their re-
180 lationship to said Anthony Corkran and wife.

To the 12th interrogatory he say*d*:—

I have none.

To the 13th interrogatory he says:—

I have stated everything that I knew and heard from my ancestors also—I left out one of Elizabeth Corkran's children in giving the names of her children issue of her marriage with Zackary Glaze both dec'd. They had a daughter named Matilda Glaze she was married to a man by the name of Attaway they had three or four children one named Gussie Attaway who was never married. Elisha Attaway, he lives yet at Evergreen, Avoyelles parish, La. Addie Attaway she married Albert Borron she is dead and left some children issue of her said marriage—Annie Attaway, she is not married lives in or near Shreveport, La.

And the said witness being still under oath I propounded to him the cross interrogatories to which he made the following answers to-wit:—

To the 1st cross interrogatory he says:—

I don't think it is.

To the 2nd cross interrogatory he says:—

Everything I have stated relative to Anthony Corkran and John Corkran is based entirely on hearsay. I was personally acquainted with all the other parties I have testified about.

To the 3rd cross interrogatory he says:—

The knowledge was derived from association with my family, I have known these facts all my life.

To the 4th cross interrogatory he says:—

I was present at the marriage of my brothers and sisters—I remember when my aunt Elizabeth was married to Zack Glaze, I think they went to Opelousas to get married. I can just re-
181 member the marriages of my uncle Anthony Corkran, I was very young and can just remember this fact. The other parties I have testified about were always spoken of in the family as married people and recognized as such.

To the 5th cross interrogatory he says:—

What I have said about Anthony Corkran and John Corkran is entirely from hearsay. I was personally acquainted with my grandmother Martha or Patsy Martin and her de-cendant issue of her marriage with John Corkran my grandfather.

To the 6th cross interrogatory he says:—

Ever since I was old enough to remember.

To the 7th cross interrogatory he says:—

I have an interest as an heir of Anthony Corkran and have an interest in the plaintiff company.

To the 8th cross interrogatory he says:—

I received no instructions or assistance from any one, had no idea that I would be interrogated until the notary came to my house this day.

To the 9th cross interrogatory he says:—

I have answered this in answer to cross interrogatory No. 8.

C. TEAL.

STATE OF LOUISIANA,
Parish of St. Landry.

I, Benj. H. Pavy a notary public, duly commissioned, qualified and sworn in and for the parish*e* and State aforesaid, do hereby cert*ified* that the above named Charles Teal Jr. was by me first duly sworn to testify the truth, the whole truth and nothing but the truth, and that the depositions *were* by *her* subscribed as above set forth *were* reduced to writing by me and was subscribed by the said witness in my presence, and said deposition was taken as specified in the commission hereto attached, and that I am not counsel, attorney or otherwise interested in the event of this suit.

182 In faith whereof I have hereto set my hand and affixed my seal this 25th day of March A. D. 1902.

B. H. PAVY,
Notary Public.

Filed June 25th 1902.

For Plaintiff.

Deposition of Sarah Teal, Ex. D, Marked " A 6."

STATE OF LOUISIANA:

In the 18th Judicial District Court in and for the Parish of Acadia.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET and ARTHUR LATREILLE ET AL. } No. 1405.

Deposition of Sarah Teal, wid'w of Eli Nash, taken before me, Benj. H. Pavy, a notary public duly commissioned, qualified, and sworn in and for St. Landry parish, Louisiana, at her residence in Dossman, St. Landry parish, on the 25th day of March, A. D. 1902, by virtue of a commission issued by the Honorable R. T. Clark, clerk of the 18th judicial district court in and for the parish of Acadia.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness taken and subscribed before me, Benj. H. Pavy, a notary public commissioned and sworn in and for the parish of St. Landry, State of Louisiana, and acting as such on the 25th day of March, A. D. 1902, between the hours of eight o'clock a. m. and 4 o'clock p. m. of said day, at the place aforesaid, in St. Landry parish, and pursuant to the annexed commission issued by the Honorable R. T. Clark, clerk of the 18th judicial district court in and for the parish of Acadia, and to me directed

183 and to be read as evidence in a certain cause pending in the said 18th judicial district court wherein The Corkran Oil & Development Co. are plaintiffs and Laurent Arnoudet and Arthur Latreille are defendants.

Personally came and appeared Mrs. SARAH TEAL wdw. of Eli Nash witness known to me and of lawful age, being present at the ti

and place aforesaid and being by me first duly sworn according to law to testify the truth, the whole truth and nothing but the truth in regard to the matter in controversy in the suit aforesaid did then and there on oath depose say and answer as follows, towit:—

To the first interrogatory she says:—

My name is Sarah Teal, wdw. of Eli Nash, age 67 years—I was born Sept. 7" 1835 farming reside near Dossman, St. Landry parish, La.

To the 2 interrogatory she says:—

I was born in St. Landry parish, La. in Little Prairie Mamouth near Ville Platte—I have been up hear for thirteen years.

To the 3 interrogatory she says:—

I know him only from reputation.

To the 4th. interrogatory she says:—

I don't know, it was below here somewhere, I heard my mother speak of it.

To the 5th interrogatory she says:—

I always heard that he was married—I heard them talk of his children, he and his wife are both dead, I don't know who he was married to, my mother always told me they had nine children I think they had only one boy, they lived in St. Landry parish, La.

To the 6th interrogatory she says:—

They are all dead from what my mother told me.

To the 7th interrogatory she says:—

I always heard from my mother that they were married, I
184 always heard that two of her daughters were married to McDaniels, one to a man by the name of West and one to Bundick, one to a Fisher one to a Row, I don't know the names of the one that married the above parties. My mother told me that some of them were names as follows to-wit:—Catherine Corkran, Margaret Corkran, the boy was named John Corkran—I can't recollect the other names—my mother Sarah Corkran always told me that John Corkran was my grand father, he was married to Martha or Partsy Martin, remember her well, she lived with us until I was a large girl. John Corkran and his wife Martha or Patsy Martin are both dead, they left an issue of their marriage six children three boys and three girls named as follows to-wit: 1st. Sarah Corkran who married Charles Teal my father—they left the following children at their death—John Teal who died without issue—Charles Teal Jr., who lives with me at Dossman, St. Landry parish, La., Sarah Teal, that's myself—Mathilda Teal who married Denise Fontenot, had married Frozin Fontenot before this, she died without issue. James I Teal, he was married twice and died without issue. Paul Teal who also died without issue.

2. Rebecca Corkran—she was married to William Nicholls, they are both dead and left the following children to wit:—Zackary & Louis Nicholls, I can give the names of the others.

3rd. Elizabeth Corkran, who married *to* Zackary Glaze, they are

both dead and left the following children, I think five girls and three boys—the oldest one was Sarah Glaze, she never was married—Eliza Glaze she married Frederick Lutz lives near Chicot, St. Landry par: La. Mathilda Glaze she married a man by the name of Attaway Susan Glaze she died young and left no issue, Addie or Adela-de Glaze she married a man by the name of Forest she is dead and left one child named Zackary Glaze—he lives near Lone Pine, this parish Willis Glaze, he lives in Texas, I think—Wm.
185 Glaze lives in Avoyelles parish—Zackary Glaze, he is living in Texas, I think.

4. Anthony Corkran—who was my mother's oldest brother at the time he was married to Polly Ritter, they are both dead and left four children to wit:—Margaret Corkran who married Mack Massey. She is dead and left children I don't know their names, Mary Corkran she was married but I can't give her husband's name, she is dead, I think she left some children. John Corkran he was married I can't say to who, he is dead—he left issue children—Louis Corkran he was married, I don't remember to who—he is dead also.

5th. Louis Corkran—who was my mother's youngest brother, he was married twice, I don't recollect his first wife's name—he was divorced from her 3 or 4 months after their marriage, his second wife was a Mrs. Cole, she was a widow lady when he married her. He died and left no issue that I know.

6th. Stephen Corkran—he died when he was twelve years old—had no issue.

To the 8th interrogatory she says:—

I can't answer this I have known them but can't recollect them now Mrs. Amelia McDaniel I think is the only one.

To the 9th. interrogatory she says:—

I have answered this above.

To the 10th, interrogatory she says:—

From my mother—she often spoke to me about her father and mother and her grand father also.

To the 11*st* interrogatory she says:—

I have stated who the heairs of Anthony Corkran were as near as I could and from this you can make up the relationship.

To the 12th interrogatory she says:—

I have none.

To the 13th interrogatory she says:—

186 I have stated all I know and heard.

And the above named witness being still under oath I propounded to her the cross interrogatories to which she made the following answers to-wit:

To the first cross interrogatory she says:—

Not entirely—in part only.

To the 2nd. cross interrogatory she says:

I have stated what I know from my own personal *I* knowledge and what was hearsay in my answer in direct examination.

To the 3rd. cross interrogatory she says:—

It is mostly from hearsay.

To the 4th. cross interrogatory she says:—

It is all from hearsay with very few exceptions—I always heard that these different parties were married, they were spoken of in the family as having been married—I witnesses some of the later marriages.

To the 5th cross interrogatory she says:—

Mostly from hearsay. I was personally acquainted with my grand father Martha or Patsy Martin and her descendants as given in my direct examination.

To the 6th cross interrogatory she says:—

As far back as I can recollect.

To the 7th. cross interrogatory she says:—

I have an interest as heir.

To the 8th. cross interrogatory she says:

I received no instructions, assistance or suggestions from any one.

To the 9th. cross interrogatory she says:—

No one as stated above.

SARAH TEAL.

STATE OF LOUISIANA,
Parish of St. Landry.

187 I, Benj. H. Pavy a notary public duly commissioned, qualified and sworn in and for the parish and State aforesaid, do hereby certify that the above named Sarah Teal wdw. Eli Nask was by me first duly sworn to testify to the truth, the whole truth and nothing but the truth, and that the depositions *were* by her subscribed as above set forth, *were* reduced to writing by me and was subscribed by the said witness in my presence and said deposition was taken as specified in the commission hereto attached, and that I am not counsel, attorney or relative of either party or otherwise interested in the event of this suit.

In faith whereof I have hereto set my hand and affixed the seal of my office on this 25th day of March, A. D. 1902.

B. H. PAVY,
Notary Public.

Filed June 25/1902.

R. T. CLARK, Clerk.

For Plaintiff.

Deposition of Robert Doucet, Ex. D, Marked "A 7."

STATE OF LOUISIANA:

In the 18th Jud. District Court in and for the Parish of Acadia.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET and ARTHUR LATREILLE ET AL. } No. 1405.

Deposition of Robert Doucet taken before me, Benj. H. Pavy, a notary public duly commissioned, qualified, and sworn in and for St. Landry parish, Louisiana, on the 27th day of March, A. D. 1902, by virtue of a commission issued by the Honorable *E.* T. Clark, clerk of the 18th judicial district court in and for the parish of Acadia.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness taken and subscribed before me, Benj.
188 H. Pavy, a notary public commissioned and sworn in and for the parish of St. Landry, State of Louisiana, acting as such on the 27th day of March, A. D. 1902, between the hours of eight o'clock a. m. and five o'clock p. m. of said day, at the place aforesaid, in St. Landry parish, and pursuant to the annexed commission issued by the Hon. R. T. Clark, clerk of the 18th judicial district court in and for the parish of Acadia, and to me directed, and to be read in evidence in a certain cause now pending in the said 18th judicial district court wherein The Corkran Oil & Development Co. are plaintiffs and Laurent Arnoudet and Arthur Laterille *et al.* are defendants.

Personally came and appeared ROBERT DOUCET witness known to me and of lawful age, being present at the time and place aforesaid and being by me first duly sworn according to law to testify the truth, the whole truth and nothing but the truth in regard to the matter in controversy in the suit aforesaid, did then and there on oath depose say and answer as follows towit:—

To the 1st interrogatory he says:
Robert Doucet—fifty years old, born Feb'y 4" 1854—farming in St. Landry parish, Louisiana.
To the 2nd interrogatory he says:—
All my life.
To the 3rd interrogatory he says:—
I knew him from reputation only, I often heard my mother Sarah

Bundick speak of her grand father Corkran and her grand mother Corkran but did not hear her say what their given names were.

To the 4th interrogatory he says:—

I always heard that he lived and died in St. Landry parish, Louisiana.

To the 5th interrogatory he says:—

189 I always heard that he was married, but did not know his wife's name until some time previous to this suit, when I heard that her name was Margaret Watson; he and his wife are both dead and they left children who are also dead; they left seven (7) children I heard the names of some of their children—my grand mother Sarah Corkran, I always heard was on- of their children my mother also told me that John Corkran was their only son; she also told me that she had several aunts and I can only remember the name of one of them, this is Bridget Corkran who married Andrew Row. I always heard that they lived in St. Landry parish La.

To the 6th interrogatory he says:—

All dead.

To the 7th interrogatory he says:—

Yes, they were all married so I heard from my mother as stated above, I always heard from my mother that her mother was named Sarah Corkran and that she was married to William Bundick; that there was issue of this marriage the following children towit:—1st:—Wm. Bundick Jr. 2nd:—Stephen Bundick—3rd:—Eliza Bundick and 4th:—my mother Sarah Bundick. My mother also told me that after the death of her father Wm. Bundick her mother married a second time to a man named either Joseph or Cesar Hanchet and had two children with him named Charlotte Hanchet and Cesar Hanchet. I was personally acquainted with this last one. I also heard that my grand father had married a third time to Alexander Gayer but left no children issue of this marriage. I was personally acquainted to my uncle Wm. Bundick and my aunt Eliza Bundick. Bridget Corkran married Andrew Row—I don't know the names of their children. John Corkran married Patsy Martin they left children towit:—Louis Corkran, Anthony Corkran, Rebecca Corkran—this is all I can remember—I was personally acquainted with Louis and Rebecca Corkran.

190 To the 8th interrogatory he says:—

I know only two of her grand children that are living today viz:—Mrs. Amelia McDaniel, wdw. of Leandre Phillip Fontenot and the other Mrs. Holts she was a Miss Nighton. Mrs. Fontenot lives in Pine Prairie, Bayou Chicot, P. O. and Mrs. Holtz lives in Rapides parish near Hinston P. O. La. My mother was one of his grand children her name was Sarah Bundick she is dead, she was married to Francois Doucet, he is dead also and left the following children issue of their marriage viz:—(1) Pierre Doucet (2) Sarah Doucet wife of John F. Shaw—(3)Mathilda Doucet, wife of Henry Glaze: (4) Frank Doucet died during the war, left no children, was

never married. (5) Sophia Doucet, wife of Alexander Deville—(6) Mary Doucet died without issue not married—(7) Eliza Doucet, wife of Frank Doucet (8) Louis Doucet—(9) Wm. Doucet, died without issue, myself (10) Robert Doucet (11) Theresa Doucet—(12) Jean Bte. Doucet died without issue (13) Laura Doucet married to Thanise Slone died without issue (14) Alice Doucet died without issue—(15) Martin Doucet he lives in Calcasieu parish, La. all the other- in St. Landry.

2nd. Wm. Bundick was his grandchild, he is dead—was married to Polly Yoer they left the following children viz:—(1) Martin Bundick lives in Texas, Gonzales county (2) Liley Bundick wife of Richard Glover both dead, left one son issue of their marriage named Richard Glover, Jr., who was married to Maggie Collins and died and left several children, I don't know their names. (3) Francise Bundick who was married to George Conisee she is dead and left several children I don't know their names. (4) Eliza Bundick who married Wm. Abernathy lives in Texas as also all the other-above named.

3rd. Stephen Bundick—was one of his grand children—he is dead was married to a —— Fontenot, I don't remember her given
191 name—they left some children issue of their marriage, viz:—(1) Adolphe Bundick who is dead and left two children issue of his marriage with a Miss Shuff—I am not sure that she was a Shurff—her children are 1—Theodore Bundick who lives in Calcasieu parish 2—Laura Bundick wife of Isaac Reeves who lives in Calcasieu parish also, I am personally acquainted with his children above named; (2) Milinda Bundick child of Stephen Bundick and —— Fontenot who married Clinton Shuff she is living in Calcasieu parish, La. (3) Wm. Bundick living near Church Point, Acadia parish. (4) Etienne Bundick, who died, was married to, I don't remember his wife's name, they had the following children that I know viz:—1 Armilien Bundick who died without issue 2—Adrien Bundick who died also and left two children a girl and a boy can't call their names, I think their mother was a Bertrand—3—Mrs. Vilneuve Marcantel who lives in St. Landry parish—4—Margaret Bundick wife of Eli Shuff lives in St. Landry parish—this is the last child of Etienne Bundick—5 —— Bundick, daughter of Stephen Bundick who married Cyrus Shuff, both dead and left three children viz:—1—Rachel Shuff who married James Cole, she is dead and left several children she lives in Calcasieu parish—can't call their names. 2—Delia Shuff who married Sonnier she is dead left some children, I don't know their names. 3—Robert Shuff, he is dead, I don't know whether he was married.

6th. Eliza Bundick wife of Wm. Shuff who are both dead left several children viz: Wallace Shuff who lives in St. Landry. 2—Maline Shuff who first married Johnson and then Absolam Reed she is living in St. Landry parish yet. 3 —— Shuff who married Treville Deshotels lives in St. Landry parish, La. 4 —— Shuff, wife of Pierre Gullory lives in St. Landry.

4th. Eliza Bundick my mother's sister—she is dead—she was married to Pierre Guillory and the left the following children viz:—

192 1. Pierre Guillory Jr. who is dead—he was married to —— Prudhomme died without issue 2—Achille Guillory died during the ward, left no issue. 3 Eliza Guillory wife of Lucien Soileau died without issue: 4th—Sarah Guillory Vanburen West lives in Pine Prairie—5—Francois Guillory lives in St. Landry parish, La. 6—Meline Guillory married to Ceaille Vidrine, she is dead and left several children in St. Landry parish. 7—Misso Guillory died left no issue. Sarah Corkran my grand mother married Joseph or Cesar Hanchett died and left two children issue of said marriage viz:—

1st. Cesar Hanchet who was a grand child of Aonthony Corkran; I was personally acquainted with him—he was my mother's half brother, came home often, he is dead—was married to Mollissa Cooper, I think we always called her "Aunt Mollisa" she is also dead they left four children viz:—1—Joseph Hanchet who died—was married to a Miss Gallenhousen, don't know if they left any children. (2) Margaret Hanchet, she is dead—was married to —— Cropper, he is dead also, left several children I don't remember their names. 3—Louis Hanchet he is dead—left no issue—not married. 4—Wm. or Willie Hanchet lives in St. Landry parish, La.

2nd. Charlotte Hanchet—she is dead was married to Aladin Berza who is dead also—left three children viz:—Henry Berza, I don't know what became of him—2—Solomon Berza died—was married—I don't know to whom—he left a large family I don't know their names—they all live in Gonzales county Texas—3 Casar Berza he is dead left a family in Texas near Goliade county.

I was personally acquainted with Louis Corkran who was my mother'- first cousin and a grand son of Anthony Corkran and wife—he is dead was married to a Miss —— Iller and then married a wdw. Cole—he left one child by his first wife named George Corkran who lives in Calcasieu parish, La.

193 I was personally acquainted with Redecca Corkran, a sister of Louis Corkran above named, they were the children of John Corkran, the only son of Anothony Corkran and wife—Rebecca Corkran married Wm. Nicholls they left the following children viz:—Louis M. Nicholls who lives in Vernon p'h Zack Nicholls who is dead left children issue of his marriage with Miss Singletary towit:—1—Alice Nicholls, wife of Ed. Golman; 2—Susan Nicholls, wife of Isaac Watson—left several children—don't remember their names. 3—Mrs. Money 4—Mrs. Will Simpson—5—James Nicholls all in Calcasieu parish and in Texas, this is all I—there may be other- that I don't remember. I always heard that John Corkran had a son by the name of Anthony Corkran was named — his grand father, little Anthony Corkran, as he was called, was killed by a man named Barr, who was tried and convicted to hard labor for

twenty years, I heard this from Mr. Green Reeves who lived at Hickory Flat in Calcasieu parish and died about 15 years ago. This Anthony Corkran who was killed by Barr was married but I don't remember his wife's name—he left four children issue of his marriage one name- Louis Corkran who was killed by the Jay-hawkers during the war, he was married to Miss Bunia Hoosed, she is living at Hickory Flat. Calcasieu parish, had one child issue of her marriage aforesaid by the name of John Corkran—he *is dead*—was married to Miss Le Blance left a large family at some place.

To the 9th interrogatory he says :—

I have stated this in answer to the 8th interrogatory.

To the 10th interrogatory he says :—

Principally from my mother and from association with the family.

To the 11th interrogatory he says :—

I am a great grand son of Anthony Corkran and wife, my mother was his grand daughter, as to the other heirs I have stated
194 who they were as near as I could.

To the 12th interrogatory he says :—

I have none.

To the 13th interrogatory he says :—

I have stated every thing I know.

And the said witness being still under oath I propounded to him the cross interrogatories to which he made the following answers viz :—

To the 1st. cross interrogatory he says :—

It is not—I have stated how I derived my knowledge.

To the 2nd cross interrogatory he says :—

I have stated in answer to direct interrogatory what was derived from hearsay and what I knew from my own personal knowledge.

To the 3rd. cross interrogatory he says :—

I derived the knowledge of these facts from association with my family and from hearsay, I have known this all my life or a greater part thereof.

To the 4th cross interrogatory he says :—

All from hearsay.

To the 5th cross interrogatory he says :—

All from hearsay except as to my mother's descendants.

To the 6th cross interrogatory he says :—

All my life or as far back as I can remember.

To the 7th cross interrogatory he says :—

I have a direct interest and a contingent interest.

To the 8th cross interrogatory he says :—

Nothing whatever—I received no instructions, assistance or suggestions from any one.

To the 9th cross interrogatory he says :—

Nothing as stated above.

195 ROBERT DOUCET.

STATE OF LOUISIANA,
Parish of St. Landry.

I Benj. H. Pavy, a notary public in and for the State and parish above written and duly commissioned and qualified as such do hereby certified that the above named Robert Doucet was by me first duly sworn to testify the truth, the whole truth and nothing but the truth and the depositions were by him subscribed as above set forth, were reduced to writting by me and was subscribed by the said witness in my presence and said depositions were taken as specified in the commission hereto attached and that I am not counsel, attorney or otherwise interested in the event of this suit.

In faith whereof, I have hereunto signed my name and affixed the seal of my office at Opelousas, La. this 27th day of March A. D. 1902.

B. H. PAVY,
Notary Public.

Filed June 25, 1902.
R. T. CLARK, Clerk.

For Plaintiff.

Act of Settlement Between Heirs of Margaret Watson Dec'd, Widow of Anthony Corkran, Ex. G, Marked "A 9."

The estate of Margueritte Watson, dec'd, widow of Anthony Corkran dec'd, to Debaillon.

1830.

October 26th.	to cash paid to Celestin Lavergen notary public for power of attorney	$5.00
	To cash paid to Dr. King for two copies of sale	$600
	To Jacque Stelle estate	$7.50
	To Thomase Gardner	$11.75
196	To Andrew Weavers his account for cash lent	$13.00
	To Andrew Weavers for his account of boarding &c	$50.00
	To Andrew Weavers for a note	$25.00
1822. Jan. 4th	To Elizabeth McDaniel for cash lent	$5.00
	To Garrique & Debaillon account for sundary goods	$18.12½
	To same for a note due Andrew Row	$30.00
	To same for a note due to Pierre Sylvestre	$30.00
	To Louaillier Bros	$11.79
	To Louaillier Brothers & Rendaud	$63.31¼

Paid to Andrew for old Vidd account.....	$8.00
Paid by John Corking at Natchitoches for the old man Ant. Corking.....	$5.50
	$289.93¾
To be paid to George King for a release of mortgage.....	$5.00
	$294.93¾
For 2½ % commission to J. M. Debaillon.....	13.25
Paid for one Anthony McDaniel's account.....	21.25
1882 May 28th. Received by Catherine McDaniel.....	$4.00
10 % on the first installment..... ...	20.
Received by John Corking balance due $200—for another tract of land.....	110.75
	$530.75
Balance remaining to be divided amongst seven heirs, to wit Margueritte Fisher, John Corkran, Mary Weest, Sarrah Bundick	201.31¼
Elizabeth McDaniel, Catherine McDaniel and Briggitte Raw's children.....	.....
$530.75	$530.75

$28.75 8/9 to a share.

197 We and each of us do hereby acknowledge to have received of Mr. J. M. Debaillon the sum of twenty-eight dollars 75/100 8/9 for the share coming to us in the estate of our father and mother deceased after final settlement of the said estate as mentioned on the other part.

Opelousas the first August 1822.

(S'g'd) JOHN CORKRAN.

" MARGUERITTE her x mark. FISHER.

" ANDREW his x mark. RAW.

" CATHERINE her x mark. McDANIEL.

" ELIZABETH her x mark. McDANIEL.

" MARY her x mark. WEST.

Witness-.

(S'g'd) JOHN CORKRAN.
" DENNIS McDANIEL.
" THIODRE MOYNIER.
" LACAPELLE.

A true copy from the original on file and of record in my office. See Debaillon Acts 106.

S. L. HEBRARD, D'y Clerk.

Filed June 25/1902.

R. T. CLERK, Clerk.

For Plaintiff.

Deposition of Martin W. Bundick, Ex. H, Marked "A 10."

18th Judicial District Court, Acadia Parish.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET & ARTHUR LATREILLE ET AL.

Suit pending in the 18th judicial district, parish of Acadia, State of Louisiana.

198 Answers and depositions of Martin W. Bundick, residing in Gaudalupe county, Texas, to the accompanying direct and cross interrogatories propounded to him in the above-entitled cause, taken before J. T. Campbell, clerk of the district court of Guadalupe county, Texas, in accordance with the accompanying commission.

Answers of the Witness Martin W. Bundick.

To interrogatory No. 1 he answers:

My name is Martin W. Bundick—I am sixty two years of age, reside in Guadalupe county, Texas, my occupation is that of a farmer.

To interrogatory No. 2 he answers:

Twenty-three years.

To interrogatory 3 he answers:

I never heard of Anthony Corkran, but have heard my father, William Bundick, speak of Anthony Cockran often.

To interrogatory No. 4 he answers:—

I know from what I heard my father say, that Anthony Corkran lived and died in the State of Louisiana.

To interrogatory No. 5 he answers:—

Anthony Corkran married Margaret Watson. They died and left children. One of them was named Anthony Corkran. I was personally acquainted with him during his lifetime. My grandmother Sarah Corkran was another one of them. I do not know the others.

To the 6th interrogatory he answers:—

They are all dead.

To interrogatory No. 7 he answers:—

Anthony Corkran never married—Sarah Corkran was married twice 1st to William Bundick and they had four children. William (my father) Eliza, Stephen and Sarah—2nd. to Cæsar Hanchet and they had two children, Charlotte and Cæsar—I do not know
199 who the other Corkran children married.

To interrogatory No. 8 he answers:—

To the best of my knowledge they are all dead. My father, who was a grand son of Anthony Corkran married Mary Ann Yaws. He died in Gonzales county Texas. He left four children, Delilah, Francis S. Eliza G. and myself. My sisters Delilah and Francis S. are dead. Sarah Bundick married Frances Doucette. They left a number of children, Pierre, Sarah, Matilda, Frank, Robert, Louis, Sophia and two or three others. I do not remember their names. Eliza Bundick married —— Guillory. They children's names so far as I know are Pearre, Eliza and Frank. All the Doucette and Guillory heirs lives in Louisiana so far as I know, I think that Stephen Bundick never married. Charlotte Hanchett married —— Bezar and had three children, Henry, Solomon and Cæsar, Solomon and Cæsar are both dead, I do not know whether Henry is dead or alive. Cæsar Hanchett married Melissa, the adopted daughter of Jesse Cambell. They left children, but I do not know how many nor their names. One of them was named Joseph.

To interrogatory No. 9 he answers:—

I know nothing about Anthony Corkran; never heard of such person. The heirs and descendants of Anthony Corkran, in addition to those above mentioned are so far as I know, the grand children of my deceased sister Delilah Glover, viz: Florence, George, Dixie, Delilah, Alva and Essie Glover, all minors. Florence, the eldest of these children lives with my sister Eliza Abernathy in Atascosa county, Texas. The children of my deceased sister Francis S. Canion, viz: Wilbur B. Canion who resides in Gonzales county, Texas, Jessie wife of Thomas J. Brantley, who resides in De Witt county, Texas, William Canion who resides in Pecos county Texas, Robert, Mary and Beasley Canion minors who reside with their father G. W.
200 Canion, in Gonzales county, Texas. The children of Solomon Bezar deceased, viz: Irene, Arthur, Henry, Maggie, Cæsar, Mattie, and Della Bezar who reside in Gonzales county, Texas. Irene and Arthur are of age, the others are minors. The children of Cæsar Bezar, deceased viz: James, Milton, Carrie, Charles and Guy Bezar who reside in Goliad county, Texas.

To interrogatory No. 10 he answers:—

I learned of the relationship of my father's family to Anthony Corkran and his wife by hearing my father speak of it many times during his life time. I have also heard my aunt Sarah Douvette speak of it. My knowledge of the heirs and descendants of Anthony Corkran and wife hereinbefore mentioned is a personal knowledge.

To the 11th interrogatory he answers:—

Myself and sister Eliza G. Abernathy, the children of Sarah Dou-

cette, the children of Eliza Guillory, the children of Cæsar Hanchett and the children of Charlotte Bezar are great grand children of Anthony Corkran and his wife.

To the 12th interrogatory he answers:—

There is no record of my father's family in my possession.

To the 13th interrogatory he answers:—

I have given all the facts in my knowledge.

To cross interrogatories the witness answers:—

— cross interrogatory No. 1 the witness answers:—

So far as my testimony concerning the relationship which existed between my father, William Bundick and Anthony Corkran is concerned, it is based altogether on what my father and my aunt Sarah Doucette told me during their life time. As to the heirs and descendants of said Anthony Corkran and wife I am personally acquainted with those above mentioned.

To cross interrogatory No. 2 he answers:

To this question I answer the same as to cross interrogatory No. 1.

201 To cross interrogatory No. 3 he answers:—

My personal knowledge of the facts above stated was acquired by and through the relationship I bear to the persons mentioned.

To cross interrogatory No. 4 he answers:—

My testimony is concerning the marriage of Anthony Corkran and not Anthony Corkran. I never heard of any named Anthony Corkran. My knowledge of the marriage of Anthony Corkran is hearsay as above stated and my knowledge of his descendants mentioned herein before is from personal acquaintance.

To cross interrogatery No. 5 he answers:—

Anthony Corkran, son of Anthony Corkran and his wife Wargaret Watson I knew personally. All I know about Sarah Corkran, my grand mother I learned from my father and my aunt Sarah Doucette—the other facts testified to are from personal knowledge.

To cross interrogatory No. 6 he answers:—

Ever since I can remember.

To cross interrogatory No. 7 he answers:—

I have a direct interest in this suit as an heir at law of Anthony Corkran and his wife.

To cross interrogatory No. 8 he answers:—

I have received no instructions or assistance or suggestions as to any of my answers to the foregoing interrogatories or cross interrogatories. I have to the best of my knowledge and recollection stated facts as they exist.

To cross interrogatory No. 9 he answers:—

As stated in my answer to cross interrogatory No. 8—no person or persons have given me any instructions or made any suggestions, neither have I received any thing in writing as to what my answers should be of the above direct and cross interrogatories, hence I have

nothing to attach. I have simply stated the facts as I know
202 them to exist.

STATE OF TEXAS,
County of Guadalupe.

I, J. T. Campbell, clerk of the district court of Guadalupe county, Texas, do hereby certify that the foregoing answers of Martin W. Bundick, the witness before named, were made before me, and were sworn to and subscribed before me on the 24th day of February A. D. 1902, by said witness.

Given under my hand and official seal this the 24th day of February, A. D. 1902.

J. T. CAMPBELL,
Clerk District Court.

Guadalupe county, Texas.
Received and filed February 26th, 1902.
R. T. CLARK, Clerk.

For Plaintiff.

Deposition of Eliza Bundick, Ex. I, Marked "A 11."

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET and ARTHUR LATREILLE ET AL. } No. 1405.

Suit pending in the 18th judicial district, parish of Acadia.

Answers and depositions of Mrs. Eliza G. Bundick, wife of William Abernethy, residing in Atascosa county, Texas, to the accompanying direct and cross interrogatories propounded to her in the above entitled cause, taken before E. S. Harris, justice of the peace and *ex-officio* notary public of Atascosa county, Texas, in accordance with the accompanying commission.

Answers of the Witness Eliza G. Bundick (Wife of William Abernethy).

To the 1st. she answers:—Eliza G. Abernethy, *née* Bundick;
203 fifty years; housekeeper; Plesanton, Atascosa county, Texas.

To the 2nd. Int. she answers:—Seven years.

To the 3rd. Int. she answers:—I never knew him personally, but have heard my father, William Bundick, speak of him often.

To the 4th. Int. she answers:—I do not know, but from what I have heard my father say it is my impression that he lived and died in the State of Louisiana.

To the 5th. Int. she answers:—Yes, he married Margaret Watson and they left children; I think there were six of them. My father's mother, Sarah Corkran was one of them. I do not know the names of the other five.

To the 6th. Int. she answers:—None of them are living that I know of.

To the 7th. Int. she answers:—Sarah Corkran, my grand-mother, was married twice. 1st. to William Bundick by whom she had four children, namely, William, my father, Sarah, Eliza and Stephen Bundick. 2nd. to Cæsar Hanchett by whom she had two children, namely, Cæsar and Charlotte Hanchett.

To the 8th. Int. she answers:—None living that I know of. William Bundick married Mary Ann Yaws. He removed from St. Landry parish, La. to Gonzales Co., Texas in 1854 where he lived and died and left surviving him four children, namely, Martin W., who resides in Guadalupe county, Texas, Delilah and Frances S., both now deceased and. myself. Sarah Bundick married —— Doucet, I do not know how many children she had, not all of their names; those whom I know are Robert, Louis, Pearre, Sophia and Sarah. Eliza Bundick married —— Giloury. I do not know the names of any of their children except Pearre and Frank. Pearre is dead. The Doucets and Gilourys live in Louisiana, Stephen
204 Bundick so far as I know never married. Charlotte Hanchett married —— Bazaar; they left three children, nemely, Henry, Solomon and Cæsar. Solomon and Cæsar were raised by my father and they are both dead. I do not know whether Henry is living or not. Cæsar Hanchett married and had children, but I do not know how many, what their names are nor where they live.

To the 9th int. she answers:—Besides those heretofore mentioned the heirs and descendants of Anthony Corkran so far as I know, are the grand children of my deceased sister, Delilah Glover, namely, Florence, Georgia, Dixie, Delilah, Alva and Essie Glover, all minors. Florence, the eldest lives with me, the others with their mother, Mrs. Maggie Glover in Gonzales Co., Texas. The children of my deceased sister, Frances S. Canion, namely, Wilbur B. Canion, who resides in Gonzales Co., Texas; Jessie, wife of Thomas J. Brantley, who resides in De Witt Co., Texas; William Canion, who resides in Pecos Co., Texas; Robert, Mary and Beasley Canion, minors, who reside with their father, G. W. Canion in Gonzales Co., Texas; the children of Solomon Bazaar, deceased, namely, Irene, Arthur, Henry, Maggie, Cæsar, Mattie and Della Bazaar, who reside in Gonzales Co., Texas, and the children of Cæsar Bazaar deceased, namely: James, Milton, Carrie, Charley and Guy Bazaar, who reside in Goliad Co., Texas.

To the 10th int. she answers:—I learned of the relationship of my father's family to Anthony Corkran and wife by hearing my father often speak of it during his life-time. My knowledge of my brother and sisters and their families and of Solomon and Cæsar Bazaar and their families, I know personally.

To the 11th int. she answers:—My brother, Martin W. Bundick and I, and the children of Sarah Doucet, *née* Bundick and Eliza Giloury, *née* Bundick, Cæsar Hanchett and Charlotte Bazaar,
205 *née* Hanchett, are great grand children of Anthony Cockran and wife.

To the 12th int. she answers:—I have the family Bible of my parents but it contains nothing except our immediate family record.

To the 13th. int.:—she answers:—I have stated all the facts I know.

To the 1st. cross int. witness answers:—My testimony concerning the relationship between my father's family and Anthony Corkran and his wife is based entirely upon what my father often told me during his lifetime. My testimony concerning my brother and sisters and their families and of Solomon and Cæsar Bazaar and their families, I know of my own knowledge.

To the 2nd. cross int. she answers:—This question is fully answered in my answer to cross interrogatory No. 1.

To 3rd cross int. she answers:—My personal knowledge of my father's family and the families of Solomon and Cæsar Bazaar, I know by reason of relationship and personal acquaintance with the family.

To the 4th. cross int. she answers:—I have testified concerning the marriage of Anthiny Corkran, not Anthony Cockran. My knowledge of the marriage of Anthony Corkran was obtained entirely from my father, William Bundick, who during his life time often spoke of Anthony Corkran and wife as his grand-parents.

To the 5th cross int. she answers:—I have given no names of any of Anthony Corkran's children except Sarah Corkran, my father's mother, and my father told me she was his mother. As to the other heirs I have mentioned, I know them personally.

To the 6th cross int. she answers:—I have known the facts to which I have testified concerning Anthony Corkran and his grandchildren ever since I can remember.

To the 7th cross int. she answers:—I am directly interested in this suit, in that I am a *great-grand-daughter of Anthony Cork-*
206 *ran* and his wife.

To the 8th cross int. she answers:— I have received no instructions, assistance or suggestions as to the manner of answering any of the interrogatories or cross-interrogatories herein propounded to me, but have testified truly to the best of my knowledge.

ELIZA G. (BUNDICK) ABERNETHY.

Subscribed and sworn to before me this the 18th day of February, A. D. 1902.

E. S. FARRIS,
Justice of the Peace & *Ex-officio* Notary Public
in and for Atascosa Co., Texas.

THE STATE OF TEXAS, }
County of Atascosa. }

I, E. S. Farris, justice of the peace and *ex-officio* notary public in and for Atascosa county, Texas, do hereby certify that the foregoing answers of Mrs. Eliza G. Abernethy, the witness before named, were

made before me and were sworn to and subscribed before me, ny the said witness.

Given under my hand and seal of office this 18th day of February, A. D. 1902.

E. S. FARRIS,
Justice of the Peace & *Ex-officio* Notary Public
in and for Atascosa County, Texas.

Received and filed February 21 / 1902.

R. T. CLARK, Clerk.

For Plaintiff.

207 Deposition of Katie McDaniel, Ex. J, Marked "A 12."

THE STATE OF LOUISIANA:

Eighteenth Judicial District Court, Parish of Acadia.

To any notary public in and for Calcasieu parish, Louisiana, Greeting:

Know ye, that we, reposing confidence in your prudence and fidelity, do by these presents, give unto you authority diligently to examine Katie McDaniel, wife of James C. Nash witness in a certain suit now pending in our court — which Corkran Oil & Development Company, — plaintiff, and Laurent Arnoudet, Arthur Latreille *et al.* defendant-, on the part of said plaintiffs.

Therefore, we desire you at certain times and places, by you to be appointed for that purpose, to cause the said witness to come before you, *that* then and there examine her upon her oath first duly administered according to law; that you reduce said examination to writing, and when you shall have thus taken the same, that you send it closed up under your seal to us, in our said court, at the court house in the town of Crowley, parish of Acadia on or before the 5th day of May 1902, and have you then and there this commission.

Witness, the Hon. C. Debaillon, judge of said court this 18th day of April, 1902.

D. B. HAYES, D'y Clerk.

Returned and filed.

—— ——, Clerk.

18th Judicial District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATRIEL, ET ALS. } No. 1405.

208 To the judge of the eighteenth judicial district court in and for the parish of Acadia, State of Louisiana:

The petition of the Corkran Oil & Development Company herein appearing through C. C. Duson, its president, respectfully represents:—

That it desires to take the depositions of William Bundick, William W. Hanchett, Bridget Rowe, wife of William T. Long, residing in the parish of St. Landry—Kate McDaniel, wife of James C. Nash, residing in Calcasieu parish, Marguerite Nicholls, widow of M. M. Massey, of Taylor county, Texas, and Eliza West, widow of —— Nugent, of Limestone county, Texas, in answer to the interrogatories herein propounded and made part hereof.

Petitioners allege that the depositions sought to be taken in the above case are material and necessary to support and substantiate the allegations of the plaintiff's petition and to carry out the same successfully.

Wherefore, it prays that the premises being considered a commission be directed to some notaries public, residing in the parishes of St. Landry, Calcasieu, State of Louisiana, and the counties of Tyler and Limestone, State of Texas in their respective counties and parishes, to take the depositions of the witnesses named in this petition in answer to the interrogatories herein propounded; and that said interrogatories and answers and the commission under which the same are taken, be made returnable to this honorable court on or before the 5th day of May, 1902, that the defendants be served
209 with a notice hereof and copies of interrogatories according to law.

And petitioner prays for general and equitable relief.

By its attorneys, STORY & PUGH.
KENETH BAILLIO.

STATE OF LOUISIANA, }
Parish of Acadia. }

C. C. Duson, being duly sworn, deposes and says:—That he is the president of the plaintiff corporation named in the foregoing petition, and that the allegations of the said petition are true and correct; and that the depositions of the witnesses named in the foregoing petition are material — necessary in support of the case of said plaintiff as set out in the above petition.

(Signed) C. C. DUSON.

Sworn to and subscribed before me this 9th day of April, 1902.

(Signed) E. N. PUGH, JR.,
Notary Public.

Order.

Let commissions be issued to notaries public in and for the parishes of St. Landry & Calcasieu, State of Louisiana, and the counties of Tyler and Limestone, State of Texas respectively, and named in the above petition in answer to the interrogatories herein propounded to them, and each of them respectively, and that said commissions, interrogatories and answers be made returnable on or before the 5th day of May, 1902.

Given at Crowley, La., this 10th day of April, 1902.

(Signed) C. DEBAILLON,
210 Judge 18th Jud. Dist. Court.

Filed April 10, 1902.

D. B. HAYES, D'y Clerk.

Eighteenth Judicial District Ct., Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

Interrogatories propounded on behalf of the plaintiff in the above numbered and entitled cause, under commission granted herein on the 10th day of April, 1902.

Addressed to

William Bundick..... St. Landry parish.
Wm. W. Hanchett ..... " " "
Bridget Rowe, wife of W. T. Long..... " " "

II.

Katie McDaniel, wife of James C. Nash... Calcasieu parish.

III.

Marguerite Nicholls, wife of M. M. Massey..... Tyler Co., Texas.
Eliza West, widow of —— Nugent..... Limestone county, Texas.

I. Please state your name, age, occupation and residence?

II. Please state who were your grand-parents on your father's side?

211 III. Please state if your grand parents on your father's side were married and if so, whether either or both of them are dead, where they lived and what children they left, if any?

IV. If you state in answer to foregoing interrogatory that your grand parents on your father's side were married and that they had children, please give the names of their children, as also where they resided and if any of them were married, state to whom, as also what children issues from said marriages, and if any of them died with or without issue, please give their names, and the names and residence of such issue?

V. Please state how and in what manner you derived your information of the facts herein inquired about, and if any of said facts were derived from hearsay or family repute, please so state?

VI. Please attach hereto any family records or papers you have in your possession, bearing on any of the matters herein inquired about?

Respectfully submitted,

KENETH BAILLIO,
STORY & PUGH,
Attorneys for Plaintiff.

Filed April 10th, 1902.
D. B. HAYES, D'y Clerk.

Service — above interrogatories *are* accepted.
Crowley, La. April 10, 1902.

P. J. CHAPPUIS.

A true copy:
D. B. HAYES, D'y Clerk.

212 Deposition of sundry witnesses taken before me, Augustus M. Mayo, a notary public within and for said parish of Calcasieu, in the State of Louisiana, duly commissioned and qualified, on this the 26th day of April, in the year of our Lord one thousand nine hundred and two, between the hours of 9 o'clock a. m. and 12 o'clock a. m., at my office, at No. 311 Pujo St., in Lake Charles, in the said parish of Calcasieu, pursuant to the annexed commission, to be read in evidence in behalf of the plaintiff in an action pending in the eighteenth judicial district court in parish of Acadia, Louisiana, in which Corkran Oil & Development Co. is the plaintiff Co. and Laurent Arnaudet, Arthur Latreill-, *et als.* are the defendants.

Personally appeared Mrs. KATIE NASH, born McDaniel, wife of James C. Nash, a resident of Lake Charles, La., of lawful age, being by me first duly examined, cautioned and sworn as hereinafter certified deposeth and sayeth as follows:—

To the first direct interrogatory, she answers:—
Katie Nash, 27 years of age, housewife, Lake Charles, La.
To the second direct interrogatory, she answers:—

My grand-parents on my father's side were James McDaniel and his wife Catherine McDaniel, born West.

To the third direct interrogatory, she answers:—

Yes, my grandparents above mentioned were married—they are now both dead—they lived at Washington, St. Landry parish, Louisiana, and they left at the time of their death five children.

To the fourth interrogatory, she answers:—

The children of my said grand parents were (*a*) Anderson; (*b*) Robert; (*c*) Louis; (*d*) Sophia; (*e*) Missie. The said children were all married and lived in or about said Washington, Louisiana, except my father who moved to Lake Charles about 25 years ago.

213 (*a.*) Anderson disappeared from Washington, and I have never heard what became of him, I do not know whether he was ever married or not, and know nothing about him.

(*b.*) Robert, married Mary Nicholls at Washington, and is living at or in the vicinity of Washington, La., I know of his children as follows: (*a*) Sarah, (*b*) James, (*c*) Eleanora, (*d*) Mamie, and (*e*) Robert.

(C.) Louis was my father, he married Lillie Barker about 30 years ago, and my brothers and sisters were and are, viz—(*a*) Ruth dies in infancy, (*b*) Katie, myself, Willie, (*c*) Louis dies in infancy, (*d*) Daisy dies in infancy and (*e*) Susie.

(D.) Sophia, married John Trainor and they are now both dead. They left six children that I know of viz:—(1) John, (2) Kate, (3) Alice, (4) Henry, (5) Mike, and (6) William.

(E.) Missie, married to Gilbert Baillio—they had four children that I know of—(1) Mary, (2) Cora, (3) Tavy, (4) Buddy, whose name I did not know. These are in and around Washington, La.

As to the death or marriage of any of these cousins I do not know anything, they were living or dead the last time I heard of them as above stated.

To the fifth interrogatory, she answers:—

I know all of the above facts through family relations and visiting at Washington, La., among the relatives and their visit with us at Lake Charles. Some of the cousins I have not seen but all of my aunts and uncles, and many of the cousins I have seen, and they would tell me of their children or of their nephews or neices or the cousins would tell me of the other cousins with whom they played and knew and associated.

214 To the sixth interrogatory, she answers:—

I have no records.

MRS. KATIE NASH.

Sworn to and subscribed to at my office in Lake Charles, La., on this 26th day of April, A. D. 1902 before me.

A. M. MAYO,
Notary Public, Calcasieu Parish, La.

My commission expires August 9, 1902.

UNITED STATES OF AMERICA,
State of Louisiana, Parish of Calcasieu, } ss:
City of Lake Charles,

I, Augustus M. Mayo, a notary public, within and for the parish of Calcasieu in the State of Louisiana, duly commissioned and qualified do hereby certify, that the said Mrs. Katie Nash, of the said city, parish and State — by me duly sworn to testify the truth, the whole truth and nothing but the truth, and that the depositions by her subscribed as above set forth, were reduced to writing by myself in the presence of said witness and subscribed by the said witness in my presence and were taken at the time and place specified; that I am not counsel, attorney or relative of either party, or otherwise interested in the event of this suit.

In testimony whereof, witness my official signature and seal at my office in the city of Lake Charles, Louisiana, on this the 26th day of April, A. D. 1902.

A. M. MAYO,
Notary Public.

215 My commission expires August 9, 1902.

Received & filed April 28 / 1902.

R. T. CLARK, Clerk.

For Plaintiff.

Deposition of William Perkins, Ex. K, Marked "A. 13."

THE STATE OF LOUISIANA:

Eighteenth Judicial District Court, Parish of Acadia.

To any notary public in and for the parish of Rapides, La., Greeting:

Know ye, that we, reposing confidence in your prudence and fidelity, do by these presents, give unto you authority, diligently to examine William Perkins, witness in a certain suit now pending in our court, — which Corkran Oil & Development Co., — plaintiff and Laurent Arnaudet, Arthur Latreille, *et als.* defendant-, on the part of said plaintiffs,

Therefore, we desire you at certain time- and places, by you to be appointed for that purpose to cause the said witness to come before you, *that* then and there examine him upon his oath first duly administered according to law; that you reduce said examination to writing, and when you shall have thus taken the same, that you send it closed up under your seal to us, in our said court, at the court house in the town of Crowley, parish of Acadia, on or before

the 5th day of May, 1902 and have you then and there this commission.

Witness, the Hon. C. De Baillon, judge of said court this 18th day of April, 1902.

D. B. HAYES, D'y Clerk.

216 18th Judicial Dist. Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } 1405.

To the 18th judicial district court, parish of Acadia, Louisiana:

The petition of the Corkran Oil & Development Co. herein appearing through C. C. Duson, its president respectfully represents—

That it desires to take the depositions of William P. Glaze, Eliza M. Glaze, wife of F. W. Lutes, Frank Guillorey, Robert McDaniel, Sarah McDaniel, wife of Gilbert Baillio, Valsin Le Doux, Andrew J. Thompson, Misso Lewis, wife of Leon Campbell and William Shuff, all residents of the parish of St. Landry and Mary Stanly, wife of John Eves, and Martha Vincent, wife of Berry Cooley, residing in the parish of Calcasieu, William Perkins, residing in the parish of Rapides and Henry E. Thompson of Greer county, Oklahoma Territory in answer to interrogatories herein propounded for their answer.

That said depositions are material and necessary in order to support the allegations set out in said cause.

That a commission be issued to some notaries public or some other persons competent to take the same.

Wherefore, petitioner prays that a commission be issued herein directed to some notaries public in the several parishes above named directing them to take the depositions of the parties named in the above petition in answer to the interrogatories herein propounded and made part hereof; and that said commission be made returnable on or before the fifth day of May, 1902. That the de-
217 fendants be served with notice hereof & interrogatories according to law.

By its attorneys, KENNETH BAILLIO,
(Signed) STORY & PUGH.

STATE OF LOUISIANA, }
Parish of Acadia. }

C. C. Duson first being duly sworn deposes and says: That he is the president of the plaintiff corporation named in the foregoing petition, and that all the allegations in the foregoing petition are true and correct; that the depositions of the witnesses to the in-

terrogatories propounded are material and necessary to support and substantiate the allegations of plaintiff's petition.

(Signed) C. C. DUSON.

Sworn to and subscribed before me this 9th day of April, 1902.

(Signed) E. N. PUGH,
Notary Public.

Order.

Let commissions be issued to notaries publics in the parishes of St. Landry, Calcasieu and Rapides, State of Louisiana, and Greer county, Oklahoma Territory, respectively, to take the depositions of witnesses residing in said parishes and county, respectfully named in the above petition, in answer to the interrogatories herein propounded to them, and each of them, respectively and let said commissions and interrogatories and answers thereto be made returnable on or before the 5th day of May, 1902.

Given at Crowley, La., this 10th day of April, 1902.

(Signed) C. DEBAILLON,
Judge 18th Judicial District Court.

218 Filed April 10th, 1902.
D. B. HAYES, D'y Clerk.

18th Judicial District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

Interrogatories propounded on behalf of plaintiff in the above numbered and entitled cause, under commission granted herein on the 10th day of April, A. D. 1902.

Addressed to

William P. Glaze	St. Landry parish.
Eliza M. Glaze, wife of F. W. Lutes	" " "
Frank Guillorey	" " "
Robert McDaniel	" " "
Sarah Jane McDaniel, wife of Gilbert Baillio..	" " "
Valsin Ledoux	" " "
Andrew J. Thompson	" " "
Misso Lewis, widow of Leon Campbell	" " "
William Shuff	" " "

II.

Mary Stanley wife of John Eves	Calcasieu parish, La.
Martha Vincent, wife of Berry Cooley	" " "

III.

William Perkins..... Rapides parish, La.

IV.

Henry E. Thompson..... Greer Co., Oklahoma.

219 I. Please state your name, age, occupation and residence?

II. Please state who were your grand-parents on your mother's side?

III. Please state whether your grand-parents on your mother's side were married, and if so, whether either or both of them are dead, where they died, and what children they left, if any?

IV. Please state in answer to the foregoing interrogatory *that* your grand-parents on your mother's side were married and *that* they had children, please give the names of their children and also where they resided, if any of them were married, state to whom, as also what children issued from said marriages and if any of them died with or without issue, please give their names and the names and residences of such issue?

V. Please state *state* how and in what manner you derived your information of the facts herein inquired about, and if any of said facts were derived from hearsay or family repute, please so state?

VI. Please attach hereto any family records or papers you have in your possession bearing on any of the matters herein inquired about?

Respectfully submitted,

(Signed) KENNETH BAILLIO,
STORY & PUGH,
Attorneys for Plaintiffs.

Filed April 10th, 1902.
D. B. HAYES, D'y Clerk.

Service of above interrogatories *are* accepted.
Crowley, La., April 10, 1902.

(Signed) P. J. CHAPPIUS,
For the Defendants.

220 A true copy of the original.
D. B. HAYES,
D'y Clerk of Court.

STATE OF LOUISIANA,
Parish of Rapides.

Before me the undersigned notary public duly commissioned and qualified in and for the parish and State aforesaid personally came and appeared William Perkins, who in answer to the herein named

and numbered interrogatories deposes and says— My name is William Perkins— I was forty-eight years old last October— Am a farmer by occupation— Am a resident of Gum post office in the parish of Rapides, State of Louisiana.

II. William McDaniel and his wife, Sarah McDaniel were my grand-parents on my mother's side.

III. I have heard my grandfather, William McDaniel say that he and my grandmother Sarah McDaniel were married. They are both dead. William McDaniel died in Rapides parish but can not say where Sarah McDaniel died. They left two children, viz: Mary McDaniel and Amanda McDaniel.

IV. Mary McDaniel married Isaac Perkins and resided in Rapides parish. Amanda McDaniel married Pat Stanley and resides in St. Landry parish mostly. Mary McDaniel was the mother of ten children, nine of which are yet living, viz: Amanda Perkins, who married Robert Sweat and now has two living children, Robert Perkins, who is married and has ten living children— Sarah Perkins, who married Isaac Dyal and now has five living children. Isrial Perkins who has ten living children, William Perkins who has seven living children, Cordelia Perkins wife of William West, she has seven living children. Olive Perkins wife of Lafayette
221 Hatch who has seven living children. Narcissus Perkins, wife of E. M. Lambright with ten living children— William Perkins with six children. They all reside in Rapides, Vernon and Calcasieu parishes. Amanda McDaniel has two children, viz:— Mary Stanley, wife of John Eves. Mary has four children living, and Amos Stanley, issue unknown.

V. All information given is from personal knowledge except the marriage of my grand parents, of this I have heard my grand father William McDaniel tell several times. The fact that William McDaniel and Sarah McDaniel were legally married was proven in the courts of Rapides parish in a case between Isaac Perkins and Pat Stanley plaintiff and William McDaniel defendant some time in the fifty-s at least it was before the late war.

his
WILLIAM x PERKINS.
mark.

Witness:
E. M. LAMBRIGHT.

Sworn to and subscribed before me this 22nd day of April, 1902.

JNO. W. BRITT,
Notary Public.

Received & filed April 25/1902.

R. T. CLARK, Clerk.

For Plaintiff.

Deposition of Mrs. M. M. Massey, Exhibit L, Marked "A 14."

THE STATE OF LOUISIANA:

Eighteenth Judicial District Court, Parish of Acadia.

222 To any notary public in and for Tyler county, State of Texas, Greeting:

Know ye, that we, reposing confidence in your prudence and fidelity, do by these presents, give unto you authority diligently to examine Mrs. Marguerite Nicholls, widow of M. M. Massey witness in a certain suit now pending in our court — which Corkran Oil & Development Company — plaintiff and Laurent Arnaudet, Arthur Latreille *et al.* — defendant-, on the part of plaintiffs.

Therefore, we desire you at certain times and places, by you to be appointed for that purpose, to cause the said witness to come before you *that* then and there examine *them* upon *their* oath, first duly administered according to law; that you reduce said examination to writing, and when you have thus taken the same, that you send it closed up under your seal to us, in our said court, at the court house in the town of Crowley, parish of Acadia, on or before the 5th day of May 1902 and have you then and there this commission.

Witness the Hon. C. Debaillon, judge of said court this 18th day of April, 1902.

D. B. HAYES, D'y Clerk.

18th Jud. Dist. Court, Parish of Acadia, State of Louisiana.

COCKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET AL. } No. 1405.

To the judge of the eighteenth judicial district court in and for the parish of Acadia, State of Louisiana:

The petition of the Cockran Oil & Development Company,
223 herein appearing through C. C. Duson, its president, respectfully represents

That it desires to take the depositions of William Bundick, William W. Hanchett, Bridget Rowe, wife of William T. Long, residing in the parish of St. Landry—Kate McDaniel, wife of James C. Nash, residing in Calcasieu parish, Marguerite Nicholls, widow of M. M. Massey of Angelina county, Texas and Eliza West, widow of —— Nugent, of Limestone county, Texas in answer to the interrogatories herein propounded and made part hereof.

Petitioner alleges that the depositions sought to be taken in the above case are material and necessary to support and sunstantiate the allegations of the plaintiff's petition and to carry out the same successfully.

Wherefore, it prays that the premises being considered, a commission be directed to some notaries public, residing in the parishes of St. Landry — Calcasieu, State of Louisiana, and the counties of Angelina and Limestone, State of Texas, in their respective counties and parishes, to take the depositions of the witnesses named in this petition in answer to the interrogatories herein propounded; and that the said interrogatories and answers and the commission under which the same are taken, be made returnable to this honorable court on or before the 5th day of May, 1902, that the defendants be served with a notice hereof and copies of interrogatories according to law.

And petitioner prays for general and equitable relief.

By its attorneys, STORY & PUGH.
KENNETH BAILLIO.

224 STATE OF LOUISIANA, }
Parish of Acadia. }

C. C. Duson being duly sworn deposes and says:—That he is the president of the plaintiff corporation named in the foregoing petition and that the allegations of the said petition are true and correct; and that the depositions of the witnesses named in the foregoing petition are material and necessary in support of the case of said plaintiff as set out in the above petition.

(Signed) C. C. DUSON.

Sworn to and subscribed before me this 9th day of April, 1902.

(Signed) E. N. PUGH, JR.,
Notary Public.

Order.

Let commissions be issued to notaries public, in and for the parishes of St. Landry & Calcasieu, State of Louisiana, and the counties of Angelina and Limestone, State of Texas respectively, and named in the above petition, in answer to the interrogatories herein propounded to them and each of them respectively and that said commissions, interrogatories and answers be made *and* returnable on or before the 5th day of May, 1902.

Given at Crowley, La. this 10 day of April, 1902.

(Signed) C. DEBAILLON,
Judge 18th Jud. Dist. Court.

Filed April 10, 1902.

D. B. HAYES, D'y Clerk.

225 Eighteenth Judicial District Court, Parish of Acadia, State of Louisiana.

COCKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

Interrogatories propounded on behalf of the plaintiff in the above numbered and entitled cause under commission granted herein on the 10th day of April, 1902.

Addressed to

William Bundick..... St. Landry parish.
Wm. W. Hanchette..... " " "
Bridget Rowe, wife of W. T. Long..... " " "

II.

Katie McDaniel, wife of James C. Nash... Calcasieu parish.

III.

Marguerite Nicholls, wife of M. M. Massey Angelina county, Texas.
Eliza West, widow of —— Nugent..... Limestone county, Texas.

I. Please state your name, age, occupation and residence?

II. Please state who were your grand parents on your father's side?

III. Please state if your grand parents on your father's side were married, and if so, whether either or both of them are dead, where they lived and what children they left, if any?

IV. If you state in answer to foregoing interrogatory that your grand parents on your father's side were married, and that they had children, please give the names of their children, as also where they resided and if any of them were married, state to
226 whom as also what children issued from said marriages, and if any of them died with or without issue, please give their names, and the names and residence of such issue.

V. Please state how and in what manner you derived your information of the facts herein inquired about, and if any of said facts were derived from hearsay or family repute, please so state?

VI. Please attach hereto any family records or papers you have in your possession bearing on any of the matters herein inquired about.

Respectfully submitted,

KENNETH BAILLIO,
STORY & PUGH,
Attorneys for Plaintiff.

Filed April 10th, 1902.

D. B. HAYES, D'y Clerk.

Service of above interrogatories *are* accepted.

P. J. CHAPPIUS.

Crowley, La., April 10, 1902.

A true copy.

D. B. HAYES, D'y Clerk.

THE STATE OF TEXAS,
County of Angelina.

On this day personally appeared before me the undersigned authority, Mrs. Marguerite E. Massey, who is the only surviving widow of M. M. Massey & deceased " and well known to me to be the person whose name is subscribed to the foregoing instrument of writing, and after being duly sworn and having interrogatories propounded to her by me she, the said, Margarett Massey deposes
227 and says to-wit:

Interrogatory (1.) Margurett E. Massey. 43 years—farming—Yuno Angelina Co. Texas.

Int. (2.) My grand father on my father's side was named William Nicholls, my grand mother was "before she married William Nicholls" named Rebecca Kokran.

Int. (3.) Yes, they were married—they are both dead—they lived in Calcasieu parish, State of Louisiana—they left nine children.

Int. (4.) Their names were—Louis M.—Steve—Tom—Zach—Martha—Betsy—Ellen—Lousnida and Hester Nicholls. Louis M. Nicholls, son of William Nicholls lives in the State of Louisiana—he married Ellen Williams, now deceased—they had six children named as follows:—Lucreasia, Tom, Laura, Mary, Vastia and Norma. Then the said Louis M. Nicholls married Vasti Goldman now living, have some children, two of them named Henry and Tobe Nicholls and the said Lucresia Nicholls, daughter of the said Louis M. Nicholls, married Manuel Hilton, do not know of their children. The said Tom Nicholls, not married, was in Texas—do not know where he is now. The said Laura Nicholls, daughter of the said Louis M. Nicholls married one Mr. Martin—do not know of their issue—lives in Louisiana. The said Mary Nicholls, daughter of the said Louis M. Nicholls married Elisia Goodman, lives in Louisiana, do not know of their issue. The said Vestia Nicholls, daughter of the said Louis M. Nicholls married one Mr. Helton, they live in Louisiana, do not know of their issue & the said Norma Nicholls, daughter of the said Louis
228 M. Nicholls married one Mr. Helton, they live in Louisiana and the said Henry and Tobe Nicholls, not married lived with their father, Louis M. Nicholls in the State of Louisiana when

last heard from. The said Steve Nicholls, now deceased, son of the said William Nicholls married Hulda Bullard " a widow " both dead. They left three children named as follows—Tobe, Jake and Mollie Nicholls, lived in Louisiana. The said Tobe Nicholls, son of the said Steve Nicholls married Elmira Burges now deceased. They had some children. I heard that he, the said Tobe Nicholls was married to another woman do not know of any issue. The said Jake Nicholls, son of the said Steve Nicholls married Julia Bagett now deceased—do not know of their issue. The said Mollie Nicholls, now deceased, daughter of the said Steve Nicholls married William Simpson, lives in Louisiana—they had no children. The said Tom Nicholls, now deceased, son of the said William Nicholls, married Eliza Williams, lives somewhere in Texas—they had one child named John Nicholls. The said Zach Nichols, deceased, son of the said William Nichols married Elizabeth Singletary, now living in Louisiana, had eight children named, Louis, now deceased, Alice Nichols, daughter of the Zach Nichols married Ed Goldman lives in Louisiana—they have some children named Rebecca, Martin and Willie, do not know of any more. Marguerett E. Nichols, daughter of the said Zach Nichols lives at Yuno, Angelina county, Texas, married M. M. Massey, have seven children, all single and named Mike M., Elizabeth E., Sarah D., Jasper E., Etta Merta and Oratio S. Massey. Rebecca Nichols, daughter of the said Zach Nichols married William Simpson, lives in Louisiana—I know nothing of their issue. Ellen Nichols " now deceased " daughter of the said Zach Nichols never married. John Nichols, now deceased, son of the said Zach Nichols dies without
229 issue. Susan Nichols, now deceased, daughter of the said Zach Nichols married Isaac Watson who lives in Louisiana, has four children, named as follows:—Nancy, Alice, Martin and Jack Watson. James Nichols married Viola Hodges—I know nothing of their issue. Martha Nichols " now deceased " daughter of the said William Nichols married Val Vancien deceased—left some children, I only know Tom, deceased, Elizabeth, Lee, Ida and Octavo—they all live in the State of Louisiana. Betsy Nichols, lives in Louisiana, daughter of the said William Nichols, married Eli Rora " deceased " they have four children named Simon, Jim, Babe and Nany Rora, all live in the State of Louisiana. Ellen Nichols, daughter of the said William Nichols married Dennis Bogett—" They live somewhere in Texas " they have some children, I only know Joe, Man & Lyda—do not know any more of them. Lousinda Nichols, daughter of the said William Nichols married Wm. McCloud—they live in Louisiana—they have some children named Sarah, Nanney, Ira and Tom—I know nothing more of them.

Hester Nichols, daughter of the said William Nichols, married David Bogett. They live in Louisiana. They have some children named Ida, Tony & Julia. I know nothing more of them.

Int. (5.) From my own knowledge and from what my parents, the said Zach and Elizabeth Nichols have told me.

Int. (6.) I have none.

(Signed) MARGUERETT her x mark E. MASSEY.

Signed in the presence of
J. A. SELDPAUSCH.
S. E. JOHNSON.

Sworn to and subscribed before me

D. H. JOHNSON,

230 Notary Public in and for Angelina Co., Texas.

This April 28th, 1902.

Received and filed April 30 / 1902.

R. T. CLARK, Clerk.

For Plaintiff.

Deposition of Henry E. Thompson, Ex. M., Marked "A 15."

Int. (1.) Henry E. Thompson—age 68 years—residence Greer Co., Oklahoma.

(2.) Andrew Rowe, Margareta Cockran, wife of Andrew Rowe.

(3.) Yes. Both dead. Don't know. I know of no children left but Andrew Rowe Jr. and Margaretta, wife of Josiah Thompson.

(4.) Don't remember names of any but the above. Andrew Rowe Jr. was married but don't know to whom. The children of Margareta Thompson were Elizabeth, married to W. B. Adams—Lucinda married to Gossett. J. Q. Thompson married Adie Legg. A. J. Thompson—H. E. Thompson and Michael Thompson. Can't recall the name of any of Elizabeth's children but Ben. J. Q.'s children were Lee, Ader, Lou, Willis, Nanie, Adie. A. J. had large family of children but can't recall their names. H. E.'s children are John, Zack, Frank, Mary, Dora, A. J. and Myrtle.

(5.) By personal knowledge.

(Signed) H. E. THOMPSON.

Sworn to and subscribed before me on this the 28th day of April, 1902.

M. A. BRYAN,

231 Notary Public in and for Greer County, Oklahoma.

My com. expires Aug. 11, 1903.

Received & filed May 3 / 1902.

R. T. CLARK, Clerk.

For Plaintiff.

Deposition of Mrs. Martha Vincent, Ex. N, Marked "A 16."

STATE OF LOUISIANA,
Parish of Calcasieu,

COCKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET and ARTHUR LATREILLE ET ALS.

Personally came and appeared before me Mrs. Martha Vincent, wife of Berry Cooley in the above entitled case and after being duly sworn by me said notary do depose and testify as follows:—

I. My name is Martha Vincent—wife of Berry Cooley.

II. My age, 27; occupation housewife; my husband, farmer; residence, Singer, La.

III. My grand-parents were, grandmother on mother's side was a Corchran.

IV. She married a William Nichols and both are dead. Grandmother died in Rapides parish, La. Grandfather died in Texas. They left nine children, 4 boys and 5 girls—their names are Martha, Elizabeth, Ellen, Lucinda, Hester, Ann, Thomas, Lewis, Zack, Stephen, all married.

V. I derived my information from acquaintance with the parties and from my mother.

MARTHA VINCENT.

I authorize my wife,

BERRY COOLEY.

Sworn to and subscribed before me at Merryville, La. on this 26th day of April, A. D. 1902 in presence of the two undersigned
232 lawful witnesses.

THOS. E. HYATT,
Notary Public.

Witness-:
J. I. NICHOLS.
G. F. HENIGEN.

Received & filed April 27/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Deposition of Wm. P. Glaze, Ex. O, Marked "A 17."

STATE OF LOUISIANA,
Parish of St. Landry.

In the 18th Judicial District Court in and for Acadia Parish, La.

COCKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET, ARTHUR LATRIELLE, ET AL.

Deposition of Wm. P. Glaze, taken before Benj. H. Pavy, a notary public at Opelousas, parish of St. Landry, Louisiana, on this 30th day of May, 1902, by virtue of a commission issued by the Honorable D. B. Hayes, d'y clerk of the above court in and for the parish of Acadia.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness taken and subscribed before me, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish of St. Landry, State of Louisiana, and acting as such on the 30th day of May, A. D. 1902, between the hours of 10 o'clock a. m. and 12 o'clock m. of said day, at my office, in the town of Opelousas, La., and pursuant to the annexed commission issued by the hon. 18th judicial district court in and for the parish of Acadia
233 and to me directed and to be read in evidence in a certain cause now pending in said court, wherein The Corkran Oil and Development Company are plaintiffs and Laurent Arnaudet, Arthur Latreille, *et als.* are defendants.

Upon due summons personally came and appeared WM. P. GLAZE witness known to me and of lawful age being present at the time and place aforesaid, and being by me first duly sworn according to law to testify the truth, the whole truth and nothing but the truth in regard to the matter in controversy in the suit aforesaid, did then and there on oath depose, say and answer as follows to wit:—

To the first interrogatory, he says:—
Wm. P. Glaze—fifty-two years old—farmer—near Bunkie, Avoyelles parish, La.
To the second interrogatory, he says:—
John Corkran and Martha or Patsy Martin were my grand parents on my mother's side.
To the third interrogatory, he says:—
Yes, they were married—they are both dead—I think they died

in Calcasieu parish; they left the following children, viz: (1) Louis Corkran—(2) Anthony Corkran—(3) Rebecca Corkran—wife of W. Nichols—(4) Sarah Corkran, wife of Charles Teal—and (5) Elizabeth Corkran, wife of Zachary Glaze, my mother and father.

To the fourth interrogatory, he says:—

(1.) Louis Corkran was married—I don't know to who, he is dead I don't know who his heirs are.

(2.) Anthony Corkran was also married—I can't say to who—he and his wife are dead—they left some heirs—I can give the
234 names of two of them, John and Marguerite, they lived in Calcasieu, I think they are dead now.

(3.) Rebecca Corkran was married to Wm. Nichols—they are both dead—left some children, knew four of them—L. M. Nichols, Zack Nichols—I can't give the names of the others—I don't know where they live.

(4.) Sarah Corkran wife of Charles Teal—they are both dead, died in St. Landry parish, La. and left seven children viz:—1—Charles Teal Jr. 2—Mrs. Sarah Teal, wdw. Nash—who live in St. Landry parish, La. 3—Wm. Teal, who lives in Acadia parish, La. 4—Paul Teal died without issue. 5—John Teal who died without issue. 6—James Teal, died without issue. 7—Mathilda Teal, died without issue.

(5.) Elizabeth Corkran, wife of Zack Glaze my father and mother, who died in St. Landry parish, La. and left the following children, viz:—1—Sarah D. Glaze, who died without issue. 2—Mathilda Glaze, wife of Wm. Attaway—they are both dead and left four children, viz:—1—Augustine Attaway died without issue—in St. Landry parish. 2. Addie Attaway, wife of Albert Borron, who died in Texas, left some children—can't give their names. 3—Elisha Attaway, he lives in Avoyelles parish, Morrow is his post office address. 4—Anna Attaway who lives in Grand Canne, De Soto parish, La. 3—Willis M. Glaze lives in Shelby county, Texas.

4th. Myself, Wm. P. Glaze—5th. Susan Glaze died in Rapides parish without issue. 6th. Addie Glaze, wife of Pat Forest, she died in St. Landry; left one child name- Zach Forest who lives in St. Landry parish, La. 7th—Zachary Glaze lives in Loganport,
235 La. 8th. Eliza M. Glaze, wife of F. W. Lutz lives near Bayou Chicot, La.

To the fifth interrogatory, he says:—

Mostly from hearsay and family repute. I was personally acquainted with my aunts and uncles, I don't remember my grandparents but often heard my mother speak of them.

To the sixth interrogatory, he says:—

I have none.

W. P. GLAZE.

STATE OF LOUISIANA,
Parish of St. Landry.

I, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish and State aforesaid, do hereby certify that the above named Wm. P. Glaze was by me first duly sworn to testify to the truth, the whole truth and nothing but the truth, and the deposition by her subscribed as above set forth was reduced to writing by me and was subscribed by the said witness in my presence and was taken as specified in the commission hereto attached, and that I am not counsel, attorney or relative of either party or otherwise interested in the event of this suit.

In testimony whereof, I have set my hand and official seal this 30th day of May, A. D. 1902.

B. H. PAVY,
Notary Public.

Filed June 20/1902.
R. T. CLARK.

For Plaintiff.

Deposition of Mrs. Eliza M. Lutz, Ex. P, Marked "A 18."

236 STATE OF LOUISIANA,
Parish of St. Landry.

In the 18th Judicial District Court in and for Acadia Parish, La.

CORKRAN OIL AND DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET AL.

Deposition of Mrs. Eliza M. Glaze, wife of F. W. Lutz, taken before Benj. H. Pavy, a notary public at Opelousas, parish of St. Landry, Louisiana, on the 26th day of May, 1902, by virtue of a commission issued by the Honorable D. B. Hayes, dpty. clerk of the above court in and for the parish of Acadia.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness taken and subscribed before me, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish of St. Landry, State of Louisiana, and acting as such on the 26th day of May, A. D. 1902, between the hours of 10 o'clock a. m. and 12 o'clock m. of said day, at my office, in the town of Opelousas, La., and pursuant to the annexed commission issued by the hon. 18th judicial district court in and for the parish of Acadia and to me directed and to be read in evidence in a certain cause now pending in said court wherein The Corkran Oil and Development Company are plaintiffs and Laurent Arnaudet, Arthur Latreille, *et als.* are defendants.

Upon due summons personally came and appeared Mrs. ELIZA M. GLAZE, wife of F. W. Lutz, witness known to me and of lawful age,

being present at the time and place aforesaid, and being by me first duly sworn according to law to testify the truth, the whole truth and nothing but the truth, in regard to the matter in controversy in the suit aforesaid, did then and there, on oath depose, say and answer as follows, to-wit:

To the first interrogatory, she says:—

237 Eliza M. Glaze, wife of F. W. Lutz. Sixty-one years old—farming; near Chicot, St. Landry parish, La.

To the second interrogatory

John Corkran and my grandmother was a —— Martin—can't say what her given name was—she always went by the name of "Patsy," I think her name was Martha.

To the third interrogatory, she says:—

Yes, they were married; they are both dead—I think they died in St. Landry or Calcasieu parishes. They left the following children, viz:—(1) Louis Corkran—(2) Anthony Corkran—(3) Rebecca Corkran, wife of Wm. Nicholls—(4) Sarah Corkran, wife of Charles Teal—(5) My mother Elizabeth Corkran, wife of Zachary Glaze.

To the fourth interrogatory, she says:—

(1) Louis Corkran was married—I don't know to who, I heard that he was dead, I don't know where and don't know who his heirs were. (2) Anthony Corkran was married to a Miss —— Ritter, don't know her given name. They are both dead and left the following children viz:—Marguerite, Mary, John and Louis Corkran, some of their children are living yet in Calcasieu parish. (3) Rebecca Corkran was married to Charles Teal Sr. They are both dead, died in St. Landry parish, La., and left the following children, viz:—Charles Teal Jr.—2. Mrs. Sarah Teal, wdw. of Nash—3. Wm. Teal—4. Paul Teal died without issue—5. John Teal died without issue—6. James Teal died without issue—7. Mathilda Teal died without issue. They all live in St. Landry parish, La., except Wm. Teal, he lives in Acadia parish the last time I heard from him. (5) Elizabeth Corkran, wife of Zack Glaze—

238 they were my mother and father, they are both dead, died in St. Landry parish, La. and left the following children, viz:—1st. Sarah D. Glaze, who died in St. Landry parish without issue. 2—Mathilda Glaze, wife of Wm. Attaway, they both died and left four children—one named Augustus Attaway, died without issue in St. Landry—2 Addie Attaway, wife of Albert Borron, who died in Texas, I heard that she left two children. 3—Elisha Attaway, he lives yet, I don't know where. 4. Anna Attaway, not married, lives in the parish of De Soto. 3rd. Willis M. Glaze lives in Shelby county, Texas. 4th: Wm. P. Glaze lives in Avoyelles parish, La. 5th: Susan Glaze, died in Rapides parish, left no issue. 6th: Addie Glaze, wife of Pat Forest—she died and left one child, Zack Forest, who lives in this parish on Elm bayou. 7—Zachary Glaze, he lives in the parish of De Soto at Loganport. 8th. Eliza M. Glaze, wife of F. W. Lutz—I have stated where I lived.

To the fifth interrogatory, she says:—
I was personally acquainted with all the parties about whom I have testified, except my grandfather, I heard that he was married to my grandmother with whom I was personally acquainted. I was present at some of the marriages of which I have testified about, I always heard in the family that they were married, they were spoken of in my family as married people.
To the sixth interrogatory, she says:
I have none.

ELIZA M. LUTZ.

STATE OF LOUISIANA,
Parish of St. Landry.

239 I, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish and State aforesaid, do hereby certify that the above named Eliza M. Lutz was by me first duly sworn to testify to the truth, the whole truth and nothing but the truth, and the depositions by her subscribed as above set forth was reduced to writing by me and was subscribed by the said witness in my presence and was taken as specified in the commission hereto attached, and that I am not counsel, attorney or relative of either party or otherwise interested in the event of this suit.
In testimony whereof, I have set my hand and official seal this 26th day of May A. D. 1902.

B. H. PAVY,
Notary Public.

Filed June 25 / 1902.

R. T. CLARK, Clerk.

For Plaintiff.

Deposition of Wm. Shuff, Ex. O, Marked "A 19."

THE STATE OF LOUISIANA:

In the 18 Judicial District Court, Acadia Parish, Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS.

Deposition of Wm. Shuff, a witness, taken before me, Benjamin H. Pavy, notary public at Opelousas, La., by virtue of the annexed commission.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness taken and subscribed before me, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish of St. Landry, State of Louisiana, and acting as
240 such on the 12th day of June, A. D. 1902, between the hours of 10 o'clock a. m. and 12 o'clock p. m. of said day, at my office, in the town of Opelousas, parish and State aforesaid, and pursuant to the annexed commission issued by the Hon. D. B. Hayes, dpty. clerk of said court, and to me directed and to be read in evidence in a certain cause now pending in the said 18th judicial district court wherein The Corkran Oil & Development Co. are plaintiffs and Laurent Arnaudet, Arthur Latreille, *et als.* are defendants.

Upon due summons personally came and appeared WILLIAM SHUFF, witness known to me and of lawful age, being present at the time and place aforesaid, and being by me first duly sworn according to law to testify the truth, the whole truth and nothing but the truth in regard to the matter in controversy in the suit aforesaid, did then and there, on oath depose, say and answer as follows, to-wit:—

To the first interrogatory, he says:—

William Shuff—fifty-six years old—farmer—St. Landry parish, La.

To the second interrogatory, he says:—

Stephen Bundick and my grandmother was a Fontenot, don't remember her given name.

To the third interrogatory, he says:—

Yes, they were married; they are both dead, died in old Grand Prairie, St. Landry parish, La. They left the following chil-

dren, viz :—1—My mother, Clara Bundick—2. Etienne Bundick—3. Eliza Bundick—4. Melinda Bundick—5. Wm. Bundick—6. Rodolphe Bundick.

To the fourth interrogatory, he says :—

241 1. Clara Bundick, my mother was married to William Shuff, they are both dead, died in St. Landry parish, La., and left the following children—1. Myself, Wm. Shuff—2nd. Sarah Shuff, wife of —— Guillory, she lived in Mamou, St. Landry parish. 3. Annie Shuff, wife of Treville Deshotels, lives in Mamou, St. Landry parish, La. Melinda Shuff, wife of Solomon Reed, lives in St. Landry or Calcasieu parish. 5. Elizabeth Shuft died in St. Landry parish without issue.

(2.) Etienne Bundick—was married—.I don't remember his wife's name—they are both dead—died in St. Landry parish, and left four children—I don't remember their names.

(3.) Eliza Bundick was married to Siar Shuff, they both died in St. Landry parish, La. and left four children, named Rachel Shuff, she is dead, don't know if she left any children—Robert Shuff, he is dead—Delia Shuff, I think she is dead also—I can't remember the other names.

(4.) Melinda Bundick was married to Clinton Shuff—the last time I heard from her she was living in Calcasieu parish on Derbonne river.

(5.) William Bundick lived in St. Landry parish, La. near Opelousas, La.

(6.) Rodolphe Bundick married to Manda Shuff, they are both dead—left two children, one named Laura and the other Rodolphe—they were in Calcasieu the last time I heard from them.

To the fifth interrogatory, he says :—

From hearsay and family repute—I was personally acquainted with my aunts and uncles above named.

To the sixth interrogatory, he says :—

I have none.

WILLIAM SHUFF.

242 STATE OF LOUISIANA,
Parish of St. Landry.

I, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish and State aforesaid, do hereby certify that the above named witness was by me first duly sworn to testify the truth, the whole truth and nothing but the truth, and that the deposition by him subscribed as above set forth was reduced *in* writing by me and was subscribed by the said witness in my presence, and that said deposition was taken as specified in the commission hereto attached, and that I am not counsel, attorney or relative of either party or otherwise interested in the event of this suit.

In testimony whereof I have set my hand and official seal this 12th day of June, A. D. 1902.

B. H. PAVY,
Notary Public.

Filed June 25 1902.
R. T. CLARK, Clerk.

For Plaintif.

Deposition of Wm. W. Hanchette, Ex. O, Marked "A 20."

STATE OF LOUISIANA,
Parish of St. Landry.

In the 18th Judicial District Court, Acadia Parish, La.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LETREILLE, ET ALS.

Deposition of Wm. W. Hanchette, a witness, taken before B. H. Pavy, notary public at Opelousas, La., by virtue of the annexed commission.

243 STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness taken and subscribed before me, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish of St. Landry and State of Louisiana and acting as such on the 26th day of May, A. D. 1902, between the hours of 10 o'clock a. m. and 12 o'clock p. m. of said day at my office, in the town of Opelousas, parish and State aforesaid, and pursuant to the annexed commission issued by the Hon. D. E. Hayes, dpty. clerk of said court, and to me directed and to be read in evidence in a certain cause now pending in the said 18th judicial district court, wherein The Corkran Oil and Development Company are the plaintiffs and Laurent Arnaudet, Arthur Latreille, *et als.* are defendants.

Upon due summons, personally came and appeared WM. W. HANCHETTE, witness known to me and of lawful age, being present at the time and place aforesaid, and being by me first duly sworn according to law to testify to the truth, the whole truth and nothing but the truth in regard to the matters in controversy in the suit aforesaid, did then and there, on oath depose, say and answer as follows, to-wit:—

To the first interrogatory, he says:—
My name is Wm. W. Hanchette, I am forty-three years old. Laborer. Opelousas, La.

To the second interrogatory, he says:—

My grandfather was named Seth Hanchette—I don't know who my grandmother was.

To the third interrogatory, he says:—

I always heard that they were married; they are all dead—they lived in St. Landry parish, La. They left only two children, named Cæsar and Wm. Hanchette.

244 To the fourth interrogatory he says:—

Cæsar Hanchette and William Hanchette—they resided in Washington, St. Landry parish, La. Wm. Hanchette was never married. Cæsar Hanchette married Millifuir Reed, there was the following children, issue of the marriage, to-wit:—Myself, Wm. W. Hanchette, Benj. Hanchette died in Washington, La. without issue; Louis Hanchette died without issue; Joseph C. Hanchette died without issue; Martha Hanchette, wife of Nathaniel Cropper, she and her husband are both dead, they left the following children—Gussie Cropper, Benny Cropper, Annie Cropper, all live between Opelousas and Lake Charles—don't know exactly where. My uncle Wm. Hanchette is dead.

To the fifth interrogatory he says:—

I was personally acquainted with my father and all of his descendants of whom I have testified about. All other facts testified about are from hearsay and family repute.

To the sixth interrogatory, he says:—

I have none.

WM. W. HANCHETTE.

STATE OF LOUISIANA,
Parish of St. Landry.

I, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish and State aforesaid, do hereby certify that the above named witness was by me first duly sworn to testify to the truth, the whole truth and nothing but the truth, and that the deposition by him subscribed as above set forth was reduced to writing by me and was subscribed by the said witness in my presence and that said deposition was taken as specified in the commission hereto attached, and that I am not counsel, attorney or relative of
245 either party or otherwise interested in the event of this suit.

In testimony whereof, I have set my hand and official seal, this 26th day of May A. D. 1902.

B. H. PAVY,
Notary Public.

Filed June 25, 1902.

R. T. CLARK, Clerk.

For Plaintiff.

Deposition of Frank Guillory, Ex. O, Marked "A 21."

STATE OF LOUISINA,
Parish of St. Landry.

In the 18 *the* Juducual District Court of Acadia Parish, Louisiana.

CORKRAN OIL AND DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS.

Deposition of Frank Guillory, a witness, taken before me, Benj. H. Pavy, a notary public at L'Anse Blue, St. Landry parish, La., by virtue of the annexed commission.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness taken and subscribed before me, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish of St. Landry, State of Louisiana, and acting as such on the 19th day of June, A. D. 1902, between the hours of 10 o'clock a. m. and 12 o'clock m. of said day, at L'Anse Blue, St. Landry parish, La., and pursuant to the annexed commission issued by the Hon. D. B. Hayes, d'p'ty clerk of said court, and to me directed and
246 to be read in evidence in a certain suit now pending in the said 18th judicial district court wherein The Corkran Oil and Development Co. are plaintiffs and Laurent Arnaudet, Arthur Latreille, *et als.* are defendants.

Upon due summons, personally came and appeared Frank GUILLORY, witness known to me and of lawful age, being present at the time and place aforesaid and being by me first duly sworn according to law to testify to the truth, the whole truth and nothing but the truth in regard to the matter in controversy in the suit aforesaid, did then and there on oath depose, say and answer as follows, to-wit:—

To the first interrogatory, he says:—
My name is Frank Guillory—I am fifty-one years old—farming at L'Anse Blue, St. Landry parish, La.
To the second interrogatory, he says:—
I do not know who my grand parents were.
To the third interrogatory he says:—
I don't know whether they were married or not. My mother was Liza Bundick—she married Pierre Guillory, they died in St. Landry parish, La. and left the following children, viz:—

(1.) Pierre Guillory who died without issue.
(2.) Arthemise Guillory who died without issue.
(3.) Liza Guillory " " " "
(4.) Melanie Guillory, wife of Ceville Vidrine, she is dead—her heirs are Martin, Achille, Octavie and Maline Vidrine, issue of her marriage with said Vidrine—they all live in Grand Prairie, St. Landry parish, La.
(5.) Emma Guillory who died without issue.
(6.) Achille Guillory who died without issue.
(7.) Sarah Guillory, wife of Van West, lived in L'Anse Blue, this parish.
247 (8.) Louis Guillory who died without issue.
(9.) Frand Guillory, myself.

To the fourth interrogatory, he says:—
I have answered this as near as I could in answering the third interrogatory.
To the fifth interrogatory, he says:—
From personal acquaintance with them.
To the sixth interrogatory, he says:—
I have none.

his
FRANK x GUILLORY.
mark.

STATE OF LOUISIANA,
Parish of St. Landry.

I, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish and State aforesaid, do hereby certify that the above named witness was by me first duly sworn to testify to the truth, the whole truth and nothing but the truth and that the deposition by him given as above set forth was reduced to writing by me and was subscribed by the said witness in my presence and that said deposition was taken as specified in the commission hereto attached and that I am not counsel, attorney or relative of either party or otherwise interested in the event of this suit.
In testimony whereof I have set my hand and official seal this 19th day of June A. D. 1902.

B. H. PAVY,
Notary Public.

Filed June 25/1902.

R. T. CLARK, Clerk.

248 For Plaintiff.

Deposition of Mrs. Sarah Jane McDaniel, Ex. O, Marked "A 22."

STATE OF LOUISIANA,
Parish of St. Landry.

In the 18th Judicial District Court of Acadia Parish, Louisiana.

CORKRAN OIL AND DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS.

Deposition of Mrs. Sarah Jane McDaniel, wife of Gilbert Baillio, a witness, taken before me, Benj. H. Pavy, a notary public, at Opelousas, La., by virtue of the annexed commission.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness, taken and subscribed before me, Benj. H. Pavy, a notary public, duly commissioned and sworn, in and for the parish of St. Landry, State of Louisiana, and acting as such, on the 20th day of June, A. D. 1902, between the hours of 10 o'clock a. m. and 12 m. of said day, at Opelousas, La., parish and State aforesaid, and pursuant to the annexed commission issued by the Hon. D. B. Hayes, dpty. clerk of said court, and to me directed, and to be read in evidence in a certain cause now pending in the said 18th judicial district court, wherein The Corkran Oil and Development Co. are plaintiffs and Laurent Arnaudet, Arthur Latreille, *et als.* are defendants.

Upon due summons, personally came and appeared Mrs. SARAH JANE MCDANIEL, wife of Gilbert Baillio, witness known to me and of lawful age being present at the time and place aforesaid, and being by me first duly sworn according to law to testify the truth, the whole truth and nothing but the truth in regard to the matter
249 in controversy in the suit aforesaid, did then and there, on oath depose, say and answer as follows, to-wit:—

To the first interrogatory, she says:—

Sarah Jane McDaniel, wife of Gilbert Baillio—I am sixty-four years old—I reside in Washington, La.

To the second interrogatory, she says:—

Louis West was my grandfather and Mary Ann McDaniel my grandmother.

To the third interrogatory, she says:

I always heard that they were married; they are both dead, they died in St. Landry parish, La. They left the following children:—

(1.) Mary Ann West, wife of John Reed.
(2.) Catherine West, wife of James McDaniel.
To the fourth interrogatory, she says:—
(1.) Mary Ann West was married to John Reed, they are both dead—they died in this parish in Washington, La. and left the following children, viz:—(1.) Sarah Reed, wife of Leroy McNicholls, who lives in Washington, La.
(2.) George Reed, who lives in Crowley, La.
(2.) Catherine West, wife of James McDaniel, they are both dead, they died in Washington, La., and left the following children issue of their marriage, viz: 1—Sarah Jane McDaniel, wife of Gilbert Baillio, who resides in Washington, La. 2—Mary Sophia McDaniel married to John O. Trainor—they are both dead—they died in Washington, La. and left the following children, viz:—
(1.) John O. Trainor lives in New Orleans, La. (2.) Katherine Trainor, wife of Patrick Scillen, they live in Washington, La.
250 (3.) Henry C. Trainor lives in St. Joseph, Michigan. (4.) Alice Trainor, wife of Louis Desmarais, Jr. (5.) William D. Trainor was in the Phillipines the last time I heard from him. (6.) M. K. Trainor, don't know his residence. (7.) Joseph J. Trainor in New Orleans.
(3.) Robert McDaniel lives in Washington, La.
(4.) Louis V. McDaniel—he is dead—died in this parish and left the following children, viz:—(1.) William McDaniel— (2.) Catherine McDaniel—there are others—I can't call their names just now.
To the fifth interrogatory, she says:—
All from hearsay and family repute. I was personally acquainted with my grandmother and all the other descendants of which I have testified about.
To the fifth interrogatory, she says:—
I have none.

SARAH JANE BAILLIO.

STATE OF LOUISIANA,
Parish of St. Landry.

I, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish and State aforesaid, do hereby certify that the above named witness was by me first duly sworn to testify to the truth, the whole truth and nothing but the truth and that the deposition by her given as above set forth was reduced to writing by me and was subscribed by the said witness in my presence and that said deposition was taken as specified in the commission hereto attached, and that I am not counsel, attorney or relative of either party or otherwise interested in the event of this suit.

In testimony whereof I have set my hand and official seal
251 this 20th day of June A. D. 1902.

E. H. PAVY,
Notary Public.

Filed June 21/1902.

R. T. CLARK, Clerk.

For Plaintiff.

Deposition of Robert McDaniel, Ex. O, Marked "A 23."

STATE OF LOUISIANA,
Parish of St. Landry.

In the 18th Judicial District Court of Acadia Parish, Louisiana.

CORKRAN OIL AND DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS.

Deposition of Robert McDaniel, a witness taken before me, Benj. H. Pavy, a notary public, at Washington, La., by virtue of the annexed commission.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness, taken and subscribed before me, Benj. H. Pavy, a notary public, duly commissioned and sworn, in and for the parish of St. Landry, State of Louisiana, and acting as such, on the 17th day of June, A. D. 1902, between the hours of 10 o'clock a. m. and 2 o'clock p. m. of said day, at the residence of Robert McDaniel, near Washington, parish and State aforesaid, and pursuant to the annexed commission issued by the Hon. D. B. Hayes, dpty. clerk of said court, and to me directed, and to be read in evidence in a certain cause now pending in the said 18th judicial district court, wherein The Corkran Oil and Development Co. are plaintiffs and Laurent Arnaudet, Arthur Latreille,
252 *et als.* are defendants.

Upon due summons, personally came and appeared Robert McDaniel, witness known to me and of lawful age, being present at the time and place aforesaid, and being by me first duly sworn according to law to testify the truth, the whole truth and nothing but the truth in regard to the matter in controversy in the suit aforesaid, did then and there on oath depose, say and answer as follows, to-wit:—

To the first interrogatory, he says:—

My name is Robert McDaniel—I am fifty-six years old. Farming near Washington, La.

To the second interrogatory, he says:—

My grandfather was a West, I can't give *her* given name, my grand mother was a McDaniel, don't know what her given name was, they called her Polly West.

To the third interrogatory, he says:—

I always heard that they were married; they are both dead, I

don't know where my grand father died, my grand mother died in Washington, La. they left the following children, viz:—(1) Catherine West, wife of James McDaniel—(2) Mary Ann West, wife of John Reed.

To the fourth interrogatory, he says:—

1. My mother, Catherine West, married James McDaniel—they both died in Washington, La. and left the following children issue of their marriage, viz—(1) Sarah Jane McDaniel, wife of Gilbert Baillio who lives in Washington, La. (2) Sophia McDaniel, wife of John Trainor, both dead and left seven children viz:—1—John C. Trainor lived in New Orleans—2—Katie Trainor, wife of Pat Scillen lives in Washington, La. 3—Alice Trainor, wife of Louis
253 Desmarais Jr. lives in Opelousas, La. 4. Henry C. Trainor lives in Wisconsin. 5—Wm. Trainor in the Phillipine islands. 6—Mike Trainor—7—Joe Trainor in New Orleans.

3. Robert McDaniel lives near Washington, La.

4. Louis McDaniel, who married a Miss Barker, he is dead—died in Lake Charles and left two children that I know, viz:—1—Kate McDaniel, wife of —— Nash—2—Wm. McDaniel he is in Texas or Shreveport.

5. Henderson McDaniel who died without issue.

To the fifth interrogatory he says:—

Partly from hearsay and family repute.

To the sixth interrogatory, he says:—

I have none.

ROB'T McDANIEL.

STATE OF LOUISIANA,
Parish of St. Landry.

I, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish and State aforesaid, do hereby certify that the above named witness was by me first duly sworn to testify to the truth, the whole truth and nothing but the truth, and that the deposition by him given as above set forth was reduced to writing by me and was subscribed by the said witness in my presence and that said deposition was taken as specified in the commission hereto attached and that I am not counsel, attorney or relative of either party or otherwise interested in the event of this suit.

In testimony whereof I have set my hand and official seal, this 17th day of June A. D. 1902.

B. H. PAVY,
Notary Public.

Filed June 25/1902.

R. T. CLARK, Clerk.

254 For Plaintiff.

Deposition of Valsin D. Ledoux, Ex. O, Marked "A 24."

STATE OF LOUISIANA,
Parish of St. Landry.

In the 18th Judicial District Court in and for Acadia Parish, La.

CORKRAN OIL AND DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET, ARTHUR LATRIELLE, ET ALS.

Deposition of Valsin Ledoux, taken before Benj. H. Pavy, a notary public, at Opelousas, parish of St. Landry, Louisiana, on the 23rd day of May, 1902, by virtue of a commission issued by the Honorable D. B. Hayes, dpty. clerk of the above court in and for the parish of Acadia.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness taken and subscribed before me, Benj. H. Pavy, a notary public, duly commissioned and sworn, in and for the parish of St. Landry, State of Louisiana, and acting as such on the 22nd day of May, 1902, between the hours of 10 o'clock a. m. and 10 o'clock m. of said day, at my office, in the town of Opelousas, La., and pursuant to the annexed commission issued by the Hon. 18th judicial district court in and for the parish of Acadia and to me directed, and to be read in evidence in a certain cause now pending in said court, wherein The Corkran Oil and Development Company are plaintiffs and Laurent Arnaudet, Arthur Latrielle, *et als.* are defendants.

Upon due summons, personally came and appeared Valsin Ledoux, witness known to me, and of lawful age, being present at the time and place aforesaid, and being by me first duly sworn according to law to testify to the truth, the whole truth and
255 nothing but the truth in regard to the matter in controversy in the suit aforesaid, *and* then and there on oath depose, say and answer as follows, to-wit:—

To the first interrogatory, he says:—

My name is Valsin Ledoux—sixty-one years old—farming—St. Landry parish, La. at Plaisance.

To the second interrogatory, he says:—

Antoine (Anthony) McDaniel and Celeste Pitre.

To the third interrogatory, he says:—

Yes, they were married; they are both dead, died in Plaisance, St. Landry parish, La. The children left by them are named as

follows, to-wit:—1. My mother, Eliza McDaniel, wife of Dalicour Ledoux; 2—John McDaniel; 3. Elias McDaniel; 4. Louis McDaniel; 5. Elisha McDaniel.

To the fourth interrogatory, he says:—

1st. My mother, Eliza McDaniel left as issue of her marriage with Dalicour Ledoux, both deceased, the following children, to-wit:—1—Valsin D. Ledoux—2—Ducoudreux Ledoux—3—Herminia Ledoux, deceased, wife of Theodule Deville, left as issue of her marriage with said Deville the following children, viz:—1—Edmund Deville—2—Edmonia Deville, deceased wife of Armas Durio. 3—Jack Deville; 4—Anna Deville died without issue; Herminia Deville.

4th. Elucia Ledoux, wife of Louis Prudhomme lives in the parish of Rapides.

5th. Achille Ledoux, died without issue.

6th. Eugene Ledoux " " "

7th. Nolle Ledoux " " "

(2.) Elisha McDaniel, he is dead, left the following children
256 issue of his marriage with Irena Pitre his surviving wife, viz:—1—Osnia McDaniel; 2—Celestina McDaniel, died left two children, can't give their names. 3—Augustonia McDaniel died without issue.

3rd. John McDaniel dided without issue.

4th. Elias McDaniel died without issue.

5th. Louis McDaniel died without issue.

To the fifth interrogatory, he says:—

I was personally acquainted with my grandmother as also my uncles above named, my mother who always told me who my grandfather was. I always heard that these parties were married.

To the sixth interrogatory he says:—

I have a family record which I produce.

VALSIN D. LEDOUX.

STATE OF LOUISIANA,
Parish of St. Landry.

I, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish and State aforesaid, do hereby certify that the above named Valsin Ledoux was by me first sworn to testify to the truth, the whole truth and nothing but the truth and that the deposition by him subscribed as above set forth was reduced to writing by me and was subscribed by the said witness in my presence and the said deposition was taken as specified in the commission hereto attached, and that I am not counsel, attorney or relative of either party or otherwise interested in the event of this suit.

In testimony whereof, I have set my hand and official seal, this 23rd day of May A. D. 1902.

B. H. PAVY,
Notary Public.

257 Filed June 25/1902.

R. T. CLARK, Clerk.

For Plaintiff.

Deposition of A. J. Thompson, Ex. O, Marked "A 25."

STATE OF LOUISIANA:

In the 18th Judicial District Court of Acadia Parish, La.

CORKRAN OIL AND DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS.

Deposition of Andrew J. Thompson, a witness, taken before B. H. Pavy, a notary public, at Little Prairie Mamou, St. Landry parish, La., by virtue of the annexed commission.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness taken and subscribed before me, Benj. H. Pavy, a notary public, duly commissioned and sworn in and for the parish of St. Landry, State of Louisiana, and acting as such on the 18th day of June, A. D. 1902, between the hours of 10 o'clock a. m. and 2 p. m. of said days at Little Prairie Mamou, St. Landry parish, La., parish and State aforesaid, and pursuant to the annexed commission issued by the Hon. D. B. Hayes, dpty. clerk of said court, and to me directed and to be read in evidence in a certain cause now pending in the said 18th judicial district court wherein The Corkran Oil and Developmen Company are plaintiffs and Laurent Arnaudet, Arthur Latreil *et als.* are defendants.

Upon due summons, personally came and appeared ANDREW J. THOMPSON, witness known to me and of lawful age, being present at the time and place aforesaid, and being by me first duly
258 sworn according to law, to testify to the truth, the whole truth and nothing but the truth in regard to the matter in controversy in the suit aforesaid, did then and there on oath depose, say and answer as follows, to-wit:—

To the first interrogatory, he says:—

My name is Andrew J. Thompson—I am seventy years old—I live in Prairie Mamou, St. Landry parish. I am a farmer.

To the second interrogatory, he says:—

Andrew Row was my grandfather and Catherine Corkran was my grandmother.

To the third interrogatory, he says:—

Yes, I always heard that they were married; they both died in this parish; they left some children. I remember of hearing my parents speak of them—one was named Elizabeth Row—she mar-

ried Winsow Smith—My mother was named Marguerite Row, I think they had other children—I can't remember who they were. I heard that my mother had another sister by the name of Sophia Row and a brother named Andrew Row.

To the fourth interrogatory, he says:—

1. My mother, Marguerite Row, was married to Josiah Thompson, they are both dead and left the following children—1st:—Elizabeth Thompson, who married W. B. Adams—they are both dead and left 3 children named—1st. B. F. Adams, who was in Port Caddo, Texas, the last time I heard from him; 2—Virginia Adams, who married a man by the name of Wm. Bones—was at same place the last news I had from her. 3—Louisa Ann Adams, who married a man by the name of English. I don't know his given name.

(2.) J. Q. Thompson, he was married to Addie Leg, he died
259 at Bell county, Texas, Mofet P. O. and left six children: 1—Nanine Thompson, wife of Sidney Turner; 2—Lee Thompson; 3—Wells Thompson; 4—Ada Thompson, wife of —— Blankinship; 5—Addie Thompson, not married; 6—Labe Thompson—they all live in Bell county, Texas.

(3.) Lucinda Thompson who married John Gosset—they died and left one son named N. B. Gosset, he was in Texas the last time I heard from him. (4) Henry E. Thompson, he lives in Greer county, Oklahoma—(5) myself, Andrew J. Thompson—(6) Michael Thompson who died without issue.

2. Elizabeth Row, wife of Winsor Smith, don't know any thing about their family.

3. Sophia Row—don't know any thing about her family—she was married to David Lofton.

4. Andrew Row—I don't know any thing about his family. I am almost certain that there was another sister but I can't say what her name was.

To the fifth interrogatory, he says:—

Partly from hearsay and partly from family repute.

To the sixth interrogatory, he says:—

I have none.

A. J. THOMPSON.

STATE OF LOUISIANA,
Parish of St. Landry.

I, Benj. H. Pavy, a notary public duly commissioned and sworn in and for the parish and State aforesaid, do hereby certify that the above named witness was by me first duly sworn to testifiy to the truth, the whole truth and nothing but the truth, and that the deposition by him given as above set forth was reduced to writing by me and was subscribed by the said witness in my presence and that said deposition was taken as specified in the commission
260 hereto attached and that I am not counsel, attorney or relative of either party or otherwise interested in the event of this suit.

In testimony whereof I have set my hand and official seal, this 18th day of June A. D. 1902.

B. H. PAVY,
Notary Public.

Filed June 2/1902.

R. T. CLARK, Clerk.

For Plaintiff.

Deposition of Bridget Row, Ex. O, Marked "A 26."

THE STATE OF LOUISIANA,
Parish of St. Landry.

In the 18th Judicial District Court of Acadia Parish, Louisiana.

CORKRAN OIL AND DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS.

Deposition of Bridget Row, wife of Wm. T. Long, a witness, taken before me, Benj. H. Pavy, notary public, at Melville, St. Landry parish, La., by virtue of the annexed commission.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of witness taken and subscribed before me, Benj. H. Pavy, a notary public, duly commissioned and sworn in and for the parish of St. Landry, State of Louisiana, and acting as such on the 17th day of June, A. D. 1902, between the hours of 10 o'clock a. m. and 12 o'clock p. m. of said day, at the residence of Mrs. Wm. T. Long, *née* Row, in Melville, parish and State aforesaid, and pursuant to the annexed commission issued by the
261 Hon. D. B. Hayes, dpty. clerk of said court, and to me directed and to be read in evidence in a certain cause now pending in the 18th judicial district court wherein The Corkran Oil and Development Company are plaintiffs and Laurent Arnaudet, Arthur Latreille, *et als.* are defendants.

Upon due summons, personally came and appeared Mrs. BRIDGET Row, wife of Wm. T. Long, witness known to me and of lawful age, being present at the time and place aforesaid, and being by me first duly sworn according to law to testify the truth, the whole truth and nothing but the truth, in regard to the matter in controversy in the suit aforesaid, did then and there on oath depose, say and answer as follows, to-wit:—

To the first interrogatory, she says:—
My name is Bridget Row, wife of Wm. T. Long—I am fifty-six years old—my husband is a carpenter—we reside at Melville, La.

To the second interrogatory, she says:—

My grand father was a Row, I don't remember his given name, and I don't remember my grand mother's given name either—I always heard that I was named after her.

To the third interrogatory, she says:—

I heard that they were married, they are both dead, I don't know where they lived—I can remember of the following children, viz:—1. My father, Andrew Row—2. Elizabeth Row, wife of Winsor Smith.

To the fourth interrogatory, she says:—

1. My father, Andrew Row, died in St. Landry parish, La., he was married to Eugenie Courville—there were the following children, issue of their marriage viz:—1. Elizabeth Row, wife of Azie Reed, they are both dead, they left one child, Elizabeth Reed, wife of R. H. Jones, they live in Melville, La.

262 2. Alice Row, dies without issue. 3—Lillia Row, wife of A. J. Canan died and left one son named John Canan, lives in Opelousas, La. 4—Mrs. Genelia Row, wife of Nathaniel Parks—they live in Washington, La. 5—Winsor Row, who lives in Melville, La. (2) Mrs. Elizabeth Row, wife of Winsor Smith—they are both dead—they had several children who died young and without issue. The old folks died on the Atchafalaya river in the parish of Pointe Coupée. My aunt was my god-mother. I knew them well.

To the fifth interrogatory, she says:—

I derived these facts partly from hearsay, partly from family repute and from personal acquaintance with some of the members of my family.

To the sixth interrogatory, she says:—

I have none.

BRIDGET LONG.

STATE OF LOUISIANA,
Parish of St. Landry.

I, Benj. H. Pavy, a notary public, duly commissioned and sworn in and for the parish and State aforesaid, do hereby certify that the above named witness was by me first duly sworn to testify to the truth, the whole truth and nothing but the truth, and that the deposition by her given as above set forth was reduced to writing by me and was subscribed by the said witness in my presence, and that said deposition was taken as specified in the commission hereto attached and that I am not counsel, attorney or relative of either party or otherwise interested in the event of this suit.

In testimony whereof, I have set my hand and official seal, this 17th day of June, A. D. 1902.

263 B. H. PAVY,
Notary Public.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Deposition of Mrs. Misso Lewis, Wdw. Leon Campbell, Ex. O, Marked "A 27."

STATE OF LOUISIANA:

In the 18th Judicial District Court of Acadia Parish, Louisiana.

CORKRAN OIL AND DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS.

Deposition of Mrs. Misso Lewis, widow of Leon Campbell, a witness, taken before Benj. H. Pavy, a notary public, at Barbreck, St. Landry parish, La., by virtue of the annexed commission.

STATE OF LOUISIANA,
Parish of St. Landry.

Deposition of Mrs. Misso Lewis, wdw. of Leon Campbell, taken and subscribed before me, B. H. Pavy, a notary public, duly commissioned and sworn in and for the parish of St. Landry, State of Louisiana, and acting as such on the 16th day of June, A. D. 1902, between the hours of 12 o'clock m. and 4 o'clock p. m. of said day, at the residence of Mrs. Leon Campbell, wdw. aforesaid, at Barbreck, parish and State aforesaid, and pursuant to the annexed commission issued by the Hon. D. B. Hayes, dpty. clerk of said court, and to me directed and to be read in evidence in a certain cause now pending in the said 18th judicial district court, wherein The Corkran Oil and Development Co. are plaintiffs and Laurent Arnaudet, Arthur Latrielle, *et als.* are defendants.

264 Upon due summons personally came and appeared Mrs. MISSO LEWIS, wdw. of Leon Campbell, witness known to me and of lawful age, being present at the time and place aforesaid, and being by me first duly sworn according to law to testify to the truth, the whole truth and nothing but the truth, in regard to the matter in controversy in the suit aforesaid, did then and there, on oath depose, say and answer as follows:—to-wit:—

To the first interrogatory, she says:—
My name is Misso Lewis, wdw. Leon Campbell—I am fifty-five years old—farming—at Barbreck, St. Landry parish, La.

To the second interrogatory, she says:—
My grand-mother's name was either Mary or Elizabeth Corkran—I know that my grand father was a West either James or Nathaniel.

To the third interrogatory, she says:—

Yes, they were married, yes, they are dead ; I don't know where they died ; I can remember of five besides my mother, they were as follows :—1—Andrew West—2—John West—3—William West—4—Nathaniel West—5—Mary West—6—Sophia West, my mother.

To the fourth interrogatory, she says :—

1. Andrew West was married to Sallie Wiggins, I know that he died in Pine Prairie, St. Landry parish, La.—don't know of his wife is dead or not—they left the following children, viz :—1—Harn West, who was in Texas the last time I heard from him ; 2—Elmer West ; 3—Silas West ; 4—Caroline West ; 5—Eliza West ; 6—Elizabeth West ; they went to Texas. I don't know if they are living or not, they were there the last time I heard from them.

(2.) John West was married to Polly Benedick—they are both dead—died in Chicot, St. Landry parish, La., they left the
265 following children, viz :—1—James West lives near Dossman, St. Landry parish, La.—2—Charles West, who was married to a Miss Alida Lafleur, he died in Bayou Bœuf, this parish and left two children named Charley and Achille West, they live near Ville Platte, this parish. 3—Melisso West who married James O'quin, they are both dead, left the following children, viz :—(1) John O'quin, 2—Robert O'quin, 3—Wiltz O'quin, 4—Charles O'quin, 5—James O'quin, they all live in this parish.

(4.) Eugenie West, who married O. S. Prosser, she is dead, left one child issue of her marriage with said Prosser named Willie Prosser, who died after his mother's death—his father O. S. Prosser lives at Barbreck, St. Landry, parish La. 5—Caroline West who died without issue.

(5.) William West was married to Sallie Johnson, both died in St. Landry parish, La left the following children—1—Ransom West who married Jane Goodin—he was killed—he left two children—I don't remember their names. 2—Van West who lived in Pine Prairie, this parish. 3. Mackentire West, who was married to Mary Clark—he died in this parish and left five or six children—can't give their names but one, Charley, who is the oldest. 4—Andrew West lives in Pine Prairie, this parish. 5—Mary West, who married Ben Walton, she died without issue. 6—Leithier West, who married Wm. Goodin, they live in Pine Prairie, this parish. 7—Sophia West, wife of Cafe Watson, they live yet, I don't know where. 8—Rachel West, wife of Orin Elliott, live near Chicot, this parish. (4) Nathaniel West died without issue. (5) Mary West died without issue. (6) Sophie Sophia West, who married Wm. Hardin Lewis, both dead—died in this parish near Barbreck and left the following children, viz :—Harvey Lewis married Nancy Montgomery, there was issue of this marriage four children,
266 viz :—(1) James Lewis ; (2) Dawes Lewis ; (3) W. B. Lewis ; (4) Azelie Lewis, wife of Thomas Kelly, they all live near Barbreck, this parish. He then married Sarah Blair, there was issue of this marriage one child named Andrew Lewis, he died without issue so I heard. 2. Wm Lewis, who married Nelly Kimball, they

are both dead, they died in this parish and left the following children (1) Mart Lewis (2) W. H. Lewis; (3) Luther Lewis who died without issue; (4) George Lewis died without issue; (5) Mary Lewis died without issue; (6) Catherine Lewis died without issue; the two living heirs above named live near Barbreck, this parish.

(3.) Elizabeth Lewis, wife of Frederick W. Lutz, who died in this parish and left the following children—(1) Charles Lutz, who lives near Barbreck; Annie Lutz, wife of Rev. —— Hoffpauir, lives yet, I don't know where exactly. 3—Carrie Lutz, wife of Jackson Lewis, lives near Dossman, this parish; 5—Minerva Lutz, wife of Peter West, lives near Dossman, this parish; 6—Dump Lutz, wife of —— Bullard, they live in Lake Charles; 7—Kate Lutz, wife of —— Bates they are both dead, left two children, one little girl named Emma, I don't know the other's name. 4. Lucy Lewis, wife of James H. Baldridge, lives at Barbreck, this parish. 5—Jackson Lewis, who died without issue. (6) Dawes Lewis died without issue. (8) Martune Lewis, who married Lucinda Montgomery, they both died in this parish and left one child named Jackson Lewis, lives near Dossman in this parish. (8) Misso Lewis, wdw. Leon Campbell.

To the fifth interrogatory, she says:—

Partly from hearsay and partly from family repute.

To the sixth interrogatory, she says:—

I have none.

her
MRS. LEON x CAMPBELL.
mark.

267 STATE OF LOUISIANA, }
Parish of St. Landry. }

I, Benj. H. Pavy, a notary public, duly commissioned and sworn in and for the parish and State aforesaid do hereby certify that the above named witness was by me first duly sworn to testify to the truth, the whole truth and nothing but the truth, and that the deposition by her given as above set forth was reduced to writing by me and was subscribed by the said witness in my presence, and that said deposition was taken as specified in the commission hereto attached, and that I am not counsel, attorney or relative of either party or otherwise interested in the event of this suit. The said witness not knowing how to write signed hereto by making her mark.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office, this 16th day of June, A. D. 1902.

B. H. PAVY,
Notary Public.

Filed June 25/1902.

R. T. CLARK, Clerk.

For Plaintiff.

Certified Copy of Deed from Heirs of Anthony Corkran to Alfred Pavy, with Certificate Showing Registry Thereof, Ex. P, Marked "A 27."

No. 17410—Cash sale—Heirs of Anthony Corkran to Alfred Pavy dated Nov. 7", 1901—Cash sale of land—L. T. Castille, notary public. Filed Nov. 7th, 1901—Same day duly recorded in Conveyance Book Y No. 1 pp. 529 & 530. (S'g'd) D. B. Hayes, deputy clerk.

A true copy:
R. T. CLARK, Clerk.

268 STATE OF LOUISIANA,
Parish of St. Landry.

Be it known, that on this seventh day of the month of November in the year of our Lord, one thousand nine hundred and one, before me, Lucius T. Castille, a notary public, duly commissioned, qualified and sworn, in and for the parish and State above written and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared *J. Raoul Pavy*, a resident of St. Landry parish, Louisiana and *Pierre J. Pavy*, a resident of Acadia parish, Louisiana, said appearers *representing herein the heirs* of *Anthony Corkran* and Margaret Watson, his wife, both deceased, as per powers of attorney exhibited to me, notary, who declare that for, and in consideration of, the sum and price hereinafter set forth, they do by these presents, grant, bargain, sell, convey, transfer, assign and set over, with full guarantee against all troubles, debts, mortgages, claims, evictions, donations, alienations or other incumbrances whatsoever, and with subrogation to all their principal rights and actions of warranty against all previous owners, and with full guarantee of title unto *Alfred Pavy*, resident of St. Landry parish, Louisiana, here present, purchasing and accepting for himself, his heirs and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:—"All of the *Anthony Corkran grant* situated in Acadia parish, Louisiana and known and described as section forty-seven (47) in township nine (9) south range two (2) west of Louisiana meridian, containing five hundred and eighty and 90/100 (580 90/100) acres *more or less*. This sale is made and accepted for and in consideration of the price and sum of one dollar ($1.00) and other good and valuable considerations cash in hand paid, the receipt whereof is hereby acknowledged, and
269 full acquittance and discharge granted therefor. Contracting parties dispense me, notary, from the production of the certificate of mortgage required by law. Vendors agree to pay any taxes due on said land.

Done and passed at Opelousas, Louisiana, on the day, month and year aforesaid, in the presence of Sidney L. Hebrard and William R. Cochran, competent witnesses, who have signed with the appearers and me, notary, after reading the whole.

(Original signed)

J. R. PAVY,
Ag't & Att'y in Fact.
P. J. PAVY,
Ag't & Att'y in Fact.
ALFRED PAVY.

Witnesses:
S. L. HEBRARD,
W. R. COCHRAN.

Filed June 25/1902.
R. T. CLARK, Clerk.
L. T. CASTILLE,
Notary Public.

For Plaintiff.

Certified Copy of Deed from Heirs of Anthony Corkran to Alfred Pavy, with Certificate Showing Registry Thereof, Ex. Q, Marked "A 29."

No. 17360. Cash deed—Heirs of Anthony Corkran to Alfred Pavy—Cash sale of land—Dated Oct. 22nd. 1901—L. T. Castille, notary public. Filed Oct. 25th., 1901. Same day duly recorded in Conveyance Book "Y" No. 1 *pp.* 505. (S'g'd) D. B. Hayes, deputy clerk.

A true copy.
R. T. CLARK, Clerk.

STATE OF LOUISIANA,
Parish of St. Landry.

Be it known, that on this twenty-second day of the month
270 of October in the year of our Lord one thousand, nine hundred and one, before me, Lucius T. Castille, a notary public, duly commissioned, qualified and sworn in and for the parish and State above written, and in the presence of the witnesses hereinafter named and undersigned personally came and appeared *Pierre J. Pavy* and *J. Raoul Pavy*, the former a resident of the parish of Acadia and the latter a resident of St. Landry parish, appearing herein as *agents* and attorneys in fact of the *heirs of Anthony Corkran* and Marguerite Watson, both deceased as per powers of attorney exhibited to me notary who declared that for, and in consideration of the sum and price hereinafter set forth they do by these presents, grant, bargain, sell, convey, transfer, assign and set over with full guarantee against

all troubles, debts, mortgages, claims, evictions, donations, alienations or other incumbrances whatsoever, and with subrogation to all their principal rights and actions of warranty against all previous owners, and with full guarantee of title unto *Mr. Alfred Pavy* of the parish of St. Landry here present, purchasing and accepting for himself, his heirs and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:—All the rights, titles and claims of their said principals in and to section (# 47) forty-seven township (#) nine south range, two (2) west La. mer. situated in Acadia parish La.

This sale is made and accepted for and in consideration of the price and sum of *one dollar* and other valuable considerations cash in hand paid, the receipt whereof is hereby acknowledged, and full acquittance and discharge granted therefor. Contracting parties dispense me, notary, from the production of the certificate of mortgage required by law—taxes are paid to Jan. 1/1901, purchaser to pay taxes for 1901.

Done and passed at Opelousas, La. on the day, month and
271 year aforesaid in the presence of E. S. Kerr and William R. Cochran, competent witnesses, who have signed with the appearers and me, notary, after reading the whole.

(Original signed) P. J. PAVY,
J. R. PAVY,
Ag'ts & Attorneys in Fact of the Heirs of Anthony Corkran and Marguerite Watson, Deceased.
ALFRED PAVY.

Witnesses:—
E. S. KERR.
W. R. COCHRAN.

Filed June 25/1902.
R. T. CLARK, Clerk.
L. T. CASTILLE,
Notary Public.

For Plaintiff.

Certified Copy of Deed from Alfred Pavy to Corkran Oil and Development Co., Dated Nov. 11th, with Certificate Showing Registry Thereof, Ex. R, Marked "A 30."

No. 17452—Cash sale—Alfred Pavy to Corkran Oil and Development Company—Nov. 11th, 1901—Sale of land—J. R. Pavy, not. pub. Filed Nov. 12", 1901—Same day duly recorded in Conveyance Book Y—No. 1 pp. 538 *et seq.* (S'g'd) D. B. Hayes, d'y clerk.

A true copy.
R. T. CLARK, Clerk.

STATE OF LOUISIANA,
Parish of St. Landry.

Be it known, that on this eleventh day of the month of November, in the year of our Lord, one thousand nine hundred and one, before me, *James Raoul Pavy*, a notary public, duly commissioned, qualified and sworn in and for the parish and State aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared *Alfred Pavy*, a resident of St. Landry parish, Louisiana, who declares that for, and in consideration of, the sum and price hereinafter set forth he does by these presents, grant, bargain, sell, convey, transfer, assign and set over with full guarantee against all troubles, debts, mortgages, claims, evictions, dotations, alienations or other incumbrances whatsoever, and with subrogation to all his rights and actions of warranty against all previous owners, and with full guarantee of title unto the "*Corkran Oil and Development Company*" a corporation organized and existing under and by virtue of the laws of this State, domiciled at Crowley, Acadia parish, Louisiana, herein acting through its president, Cornelius C. Duson here present, purchasing and accepting for said company, its successors and assigns and acknowledging delivery and possession thereof, the following described property, to-wit:—All of the *rights, titles* and *interests* in section No. forty-seven (47), township nine (9) south range No. two (2) west La. mer. in Acadia parish, La. acquired by vendor from the following named heirs and legal representatives of Anthony Corkran and Marguerite Watson, his wife, both deceased, viz:—Willis M. Vincent, Joseph Vincent, George Wryles, Lee S. Vincent, Hester Ann Nichols, wife of David Bagett, Jacob Nichols, James Nichols, Elizabeth Nichols, widow of Eli Royer, Octavia Vincent, wife of Berry Cooley, Sarah Shuff, wife of Jean Pierre Guillory, Annie Louisa Shuff, wife of Treville Deshotels, Melinda Shuff, wife of Absalom Reed, Kate McDaniel, wife of James C. Nash, George W. Corkran, Achille C. Vidrine, Eliza M. Glaze, wife of Frederick M. Lutz, Laura Bundick, wife of Isaac Reeves, Theodore Bundick, Emelia McDaniel, widow Philip Leandre Fontenot, Melinda Bundick, widow Clinton Shuff, Laura Cole, widow Adam C. Hammont, Louisa Cole, widow John J. Simon,
273 Marie Pauline Amer, wife of James Guillory, Anthony, George W., Lewis, Bertha, Pearl, Bene, Vigie & Calvin Corkran, Andrew J. Thompson, Sophie Doucet, wife of Alexandre Deville, Louis Doucet, Sarah Doucet, wife of John F. Shaw, Teresa Doucet, Robert Doucet, Pierre Doucet, Lize Doucet, wife of Frank Doucet, Martin Doucet, Martin Vidrine, Octavie Vidrine, wife of Emar Vidrine and Ormeline Vidrine, widow of Marcellin Ardoin, Otey S. Prosser, Wm. P. Glaze, Charles West, Zachariah G. Foret, Charles Teal, Sarah Teal, widow Eli Nash, Charles Lutz, James Chenier, Melisia Bundick, widow Belizaire Marcantel, Margaret Bundick, wife of Eli Shuff, Frank Guillory, Sarah Guilloty, widow Martin West, James

O'Quin, John L. O'Quin, Charles O'Quin, Robert O'Quin, Lucinda Lewis, James H. Lewis, Misso Lewis, widow Leon Campbell, Lorenzo Dow Lewis, Izelia Lewis, wife of Thomas Kelly, William H. Lewis, Sarah Reed, wife of Leroy McNicholls, Eli Nicholls, Wm. W. Hanchette, Robert McDaniel, Winsor S. Row, Jenny Lynn Row, widow by first marriage of Nathaniel Parks and by second marriage of R. C. C. Chapman, Rachel Chandler, wife of Wm. Meyer, Bridget W. Row, wife of Wm. T. Long, William C. Teal, Kimber L. Vincent, William Shuff, William Bundick, Mary Stanley, wife of John Eves, Louis M. Nichols, Martha Rees, widow John Corkran, now wife of Jacob M. Cole, Lucinda Nichols, wife of Wm. McCloud, Irene Berza, Zachariah Glaze, Alice D. Nichols, wife of H. Edmund Goldman, Will Massey, Israel Perkins, Olive Perkins, wife of Lafayette Hatch, Willis Perkins, Mary Cordelia Perkins, wife of Wm. West, Amanda Perkins, widow Robert Sweat, William Perkins, James Cole, Ozma McDaniel, which said rights were acquired from said heirs through their agents J. R. and P. J. Pavy by two acts dated Oct. 22/1901 and Nov. 7" 1901 filed for record in Acadiaa parish, La., said agents acting under powers of attorney this day delivered to pur-
274 chaser. This sale is made and accepted for and in consideration of the price and sum of ten thousand dollars ($10,000) cash in hand paid, the receipt whereof is hereby acknowledged and full acquittance and discharge granted therefor. Contracting parties dispense me, notary, from the production of the certificate of mortgage required by law.

Done and passed in my office in St. Landry parish, La., on the day, month and year aforesaid, in the presence of Gus. E. Fontenot and Oscar H. Terwilliger, competent witnesses, who have signed with the appearers and me, notary, after reading the whole.

(Original signed) ALFRED PAVY.
C. C. DUSON, President.

Witnesses:
GUS. E. FONTENOT.
O. H. TERWILLIGER.

J. R. PAVY,
Notary Public.

Filed June 25/1902.

R. T. CLARK, Clerk.

For Plaintiff.

Certified Copy of Deed from Sarah Jane McDaniel and Others to Corkran Oil and Development Co., Dated Nov. 12, 1901, with Certificate Showing Registry Thereof, Ex. "S," Marked "A 31."

No. 17453—Cash deed from Sarah Jane McDaniel and others to Corkran Oil and Development Company. O. H. Terwilliger, notary public.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the within and foregoing act of cash sale of property was filed for record on Nov. 12" 1901 recorded same day in Book "Z" of Conveyances on page 270 of the records of the parish of Acadia, State of Louisiana.

275 (S'g'd) D. B. HAYES,
D'y Clerk and *Ex-officio* Recorder of said Parish.

A true copy.
R. T. CLARK, Clerk.

STATE OF LOUISIANA, }
Parish of Acadia. }

Be it known, that on this, the twelfth day of the month of November in the year of our Lord, nineteen hundred and one, before me, Oscar J. Terwilliger, a notary public duly commissioned and sworn for the parish of Acadia, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared

1st. *W. W. Duson*, a resident of Acadia parish, La., herein acting as the agent and attorney in fact of Sarah Jane McDaniel, wife of Gilbert Baillio, McIntyre M. West, Martin Van Buren West, Rachel West, wife of Warren Elliott, Andrew West, Letha N. West, wife of H. A. Goodwin, Carrie E. Lutz, wife Jackson Lewis, Jackson Lewis, Frederick S. Lutz, Aliene Emilie Lutz, wife of Marshall West, James Z. West and Florence Ophelia Lutz. 2nd. Pierre J. Pavy of said parish of Acadia, acting herein as agent of George W. Reed of Crowley, La., as per power of attorney this day executed and delivered to purchaser, who declared that for the consideration and on the terms and conditions hereinafter set forth, they do, by these presents, grant, bargain, sell, assign, convey, set over and deliver with all legal warranties unto the "Corkran Oil and Development Company" a corporation created and existing under and by virtue of the laws of this State domiciled at Crowley, La. and herein represented by Cornelius C. Duson, its president, here present, purchasing
276 and accepting for said company, its successors, and assigns, and acknowledging delivery and possession thereof, the fol-

lowing described property to-wit:—All of their said *constituents' rights, titles and interests* as heirs at law of Anthony Corkran and Marguerite Watson in and to section No. forty-seven (47) township No. nine (9), south range No. two (2) west La. mer. in Acadia, parish, La.

The said William W. Duson herein acting by virtue of a power of attorney executed by his principals on April 15th, 1891 and duly recorded in Acadia parish, Louisiana. To have and to hold said property unto the said purchaser, its successors and assigns forever. And the said vendors moreover transfer unto the said purchaser all *rights and actions of warranty to which they are entitled against all* former owners and proprietors of the property herein conveyed, subrogating the said purchaser to the said rights and actions to be by it enjoyed and exercised as they might have been by the present vendors.

This sale is made and accepted for and in consideration of the price and sum of twenty-five hundred — ($2500) in cash current money. The receipt whereof is hereby acknowledged and full acquittance and discharge granted therefore. And here the parties declare that they dispense with the production of a certificate from the clerk of court and *ex-officio* recorder of and for the parish of Acadia for annexation hereto, as otherwise required by law, to show what, if any, mortgages or other incumbrances exist on the herein conveyed property, in the name of the present vendor.

Done and passed in the parish of Acadia, in my office, the day, month and year aforesaid, in presence of Gus. E. Fontenot and Dallas B. Hayes, lawful witnesses, residing in this parish, who have signed with the appearers and me, notary, after reading the
277 whole.

(Original signed) W. W. DUSON, Ag't.
P. J. PAVY.
C. C. DUSON, President.

Witnesses:—
GUS. E. FONTENOT.
D. B. HAYES.

O. H. TERWILLIGER,
Notary Public.

Filed June 25 / 1902.
R. T. CLARK, Clerk.

For Plaintiff.

Certified Copy of Deed, Elisha Attaway *et als.*, to Corkran Oil & Development Co., Dated No-. 13th, 1901, with Certificate Showing Registry Thereof, Ex. " T," Marked " A 32."

No. 17456—Cash deed from Elisha Attaway, Melina Reed, Achille West and C. B. West to Corkran Oil and Development Company. O. H. Terwilliger, notary public.

STATE OF LOUISIANA,
Parish of Acadia.

I hereby certify that the within and foregoing act of cash sale of property, was filed for record on Nov. 13th, 1901. Recorded same day in Book " Z " of Conveyances on page 272 of the records of the parish of Acadia, State of Louisiana.

D. B. HAYES,
D'y Clerk and *Ex-officio* Recorder of said Parish.

A true copy,
R. T. CLARK, Clerk.

STATE OF LOUISIANA,
Parish of Acadia.

278 Be it known, that on this, the thirteenth day of the month of November in the year of our Lord, nineteen hundred and one, before me, Oscar H. Terwilliger, a notary public, duly commissioned and sworn for the parish of Acadia, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally appeared *Pierre J. Pavy*, a resident of Acadia parish, La., herein acting as the agent of Elisha Attaway, Melina Shuff, wife of Absalom Reed, Achille West, and C. B. West, residents of St. Landry parish, La., as per powers of attorney delivered to purchaser who declared that for the consideration, and on the terms and conditions hereinafter set forth, they do by these presents, grant, bargain, sell, assign, convey, set over and deliver with all legal warranties, unto the " *Corkran Oil and Development Company*", a corporation created and organized under the laws of this State, domiciled at Crowley, La., herein acting through its president, Cornelius C. Duson, here present, purchasing and accepting for said company, its successors and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:—All of the said vendors' rights, titles and interests as heirs at law of Anthony Corkran and Marguerite Watson in and to section No. forty-seven (47), township No. nine (9) south range No. two (2) west La. mer. in Acadia parish, La. To have and to hold said property unto the said

purchaser, its successors and assigns forever. And the said vendor moreover transfers unto the said purchaser all rights and actions of warranty to which they are entitled against all former owners and proprietors of the property herein conveyed, subrogating the said purchaser to the said rights and actions to be by it enjoyed and exercised as they might have been by the present vendor.

This sale is made and accepted for and in consideration of the price and sum of *one & 00/100* dollar in cash current money and also valuable considerations. The receipt whereof is hereby
279 acknowledged and full acquittance and discharge granted therefor. And here the parties declare that they dispense with the production of a certificate from the clerk of court and *ex-officio* recorder of and for the parish of Acadia for annexation hereto, as otherwise required by law, to show what, if any, mortgages or other incumbrances exist on the herein conveyed property, in the name of the present vendor.

Done and passed in the parish of Acadia, in my office, the day, month and year aforesaid in presence of Ben R. White and Dallas B. Hayes, lawful witnesses, residing in this parish, who have signed with the appearers, and me, notary, after reading the whole.

(Original signed) P. J. PAVY,
Ag't & Att'y in Fact.
C. C. DUSON, President.

Witnesses:
BEN R. WHITE,
D. B. HAYES.

O. H. TERWILLIGER,
Notary Public.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Certified Copy of Deed, Heirs of Anthony Corkran and Marguerite Watson, Deceased, to Corkran Oil and Development Co., Dated Nov. 30/1901, with Certificate Showing Registry Thereof, Ex. "U", Marked "A 33."

No. 17538—Cash deed from heirs of Anthony Corkran and Marguerite Watson, deceased, to Corkran Oil and Development Company. O. H. Terwilliger, notary public.

STATE OF LOUISIANA,
Parish of Acadia.

280 Be it known, that on this, the thirtieth day of the month of November in the year of our Lord, nineteen hundred and

one, before me, Oscar H. Terwilliger, a notary public duly commissioned and sworn for the parish of Acadia, State of Louisiana and in the presence of the witnesses hereinafter named and undersigned, personally appeared Pierre J. Pavy of Acadia parish, Louisiana, herein representing Ducoudre Ledoux, of St. Landry parish, La., Elucia Ledoux, wife of Louis Prudhomme of Rapides parish, La., Martin W. Bundick, Wilbur B. Canion and Arthur Berza of Gonzales Co. Texas, Jessie J. Canion, wife of Thomas J. Brantley of De Witt Co. Texas, Martin M. Vincent of Calcasieu parish, La. Martin Lewis of St. Landry parish, La., Margaret Nichols, widow Matthew M. Massey of Tyler Co. Texas, Wm. B. Lewis of St. Landry parish La., Elizabeth Reed & wife—Henry Jones of St. Landry parish, La., Sarah Nighton, widow Wm. W. Holt of Rapides parish La., Emma Massey, wife of Samuel G. Payne of Polk Co. Texas, Joseph Cropper of Acadia parish, La., and Henry E. Thompson of Montague Co. Texas, as per powers of attorney this day delivered to purchaser who declared, that for the consideration, and on the terms and conditions hereinafter set forth, he does by these presents, grant, bargain, sell, assign, convey, set over and deliver with all legal warranties unto the "Corkran Oil and Development Company," a corporation organized and existing under the laws of this State, domiciled at Crowley, La., and herein acting through its president, Cornelius C. Duson, here present, purchasing and accepting for said Co., its successors and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:—All of his said principals' rights, titles and interests as heirs at law of Anthony Corkran and Marguerite Watson, both deceased, in and to section No. forty-seven (47) township No. nine (9) south range
281 No. two (2) west La. mer. in Acadia parish, Louisiana. To have and to hold said property unto the said purchaser, its successors and assigns forever. And the said vendors moreover transfers unto the said purchaser all rights and actions of warranty to which they are entitled against all former owners and proprietors of the property herein conveyed, subrogating the said purchaser to the said rights and actions to be by it enjoyed and exercised as they might have been by the present vendor.

This sale is made and accepted for and in consideration of the price and sum of one ($1.00) dollar in cash current money. The receipt whereof is hereby acknowledged and full acquittance and discharge granted therefor. And other valuable considerations.

And here the parties declare that they dispense with the production of a certificate from the clerk of court and *ex-officio* recorder of and for the parish of Acadia for annexation hereto, as otherwise required by law, to show what, if any, mortgages or other incumbrances exist on the herein conveyed property, in the name of the present vendor.

Done and passed in the parish of Acadia, in my office, the day, month and year aforesaid, in presence of Dallas B. Hayes and W. F.

Colvert, lawful witnesses, residing in this parish, who have signed with the appearers, and me, notary, after reading the whole.

(Signed) P. J. PAVY,
Agent and Attorney in Fact.
C. C. DUSON, President.

Witnesses:
D. B. HAYES.
W. F. COLVERT.

O. H. TERWILLIGER,
Notary Public.

Filed June 25/1902.
R. T. CLARK, Clerk.

282 For Plaintiff.

Certified Copy of Deed from Mrs. Eliza G. Bundick *et als.* to Corkran Oil and Development Co., Dated Nov. 30, 1901, with Certificate Showing Registry Thereof, Ex. "V," Marked "A 34."

No. 17628—Nov. 30/01—Cash deed from Mrs. Eliza G. Bundick, wife of William M. Abernethy, to Corkran Oil and Development Co.

STATE OF LOUISIANA,
Parish of Acadia.

I hereby certify that the within and foregoing act of cash sale of property was filed for record on Dec. 3d., 1901. Recorded same day in Book "Z" of Conveyances on page 304 of the records of the parish of Acadia, State of Louisiana.

D. B. HAYES,
D'y Clerk and *Ex-officio* Recorder of said Parish.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

STATE OF LOUISIANA,
Parish of Acadia.

Be it known, that on this the thirtieth day of the month of November in the year of our Lord, nineteen hundred and one, before me, Gus. E. Fontenot, a notary public, duly commissioned and sworn for the parish of Acadia, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Pierre J. Pavy, a resident of Acadia parish, Louisiana,
283 acting herein as the agent and attorney in fact of Mrs. Eliza G. Bundick, wife of William M. Abernethy, a resident of

Atascosa county, Texas, under and by virtue of a power of attorney exhibited to me, notary, who declared; that, for the consideration and on the terms and conditions hereinafter set forth she does by these presents, grant, bargain, sell, assign, set over and deliver with all legal warranties, unto the Corkran Oil and Development Company, a body corporate duly created and existing under and by virtue of the laws of the State of Louisiana, having its domicil in the town of Crowley, Acadia parish, La., represented herein by its president, Cornelius C. Duson, acting under and by virtue of a resolution of the board of directors of said company on file in the office of the clerk of court in and for Acadia parish, La. here present purchasing and accepting for said company, its successors and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:—All *of her rights*, title and interest, in and to section forty-seven (47) in township nine (9) south range two (2) west of Louisiana meridian, in Acadia parish, Louisiana, containing five hundred and eighty and 90/100 (580 90/100) acres, *more or less*, being property acquired by vendor from her deceased ancestors, Anthony Corkran and Marguerite Watson, his wife, by descent. To have and to hold said property unto the said purchaser its successors and assigns forever. And the said vendor moreover transfers unto the said purchaser all rights and actions of warranty to which she is entitled against all former owners and proprietors of the property herein conveyed, subrogating the said purchaser to the said rights and actions to be by it enjoyed and exercised as they might have been by the present vendor.

This sale is made and accepted for and in consideration of the price and sum of one dollar ($1) and other good and valuable
284 considerations, dollars in cash current money. The receipt whereof is hereby acknowledged and full acqua*in*tance and discharge granted therefor.

And here the parties declare that they dispense with the production of a certificate from the clerk of court and *ex-officio* recorder of and for the parish of Acadia for annexation hereto, as otherwise required by law, to show what, if any, mortgages or other incumbrances exist on the herein conveyed property, in the name of the present vendor. The taxes on the within described property if not paid, are to be paid by vendor.

Done and passed in the parish of Acadia, in my office, the day, month and year aforesaid, in presence of Lionel L. Lyons and Alex. B. Allison, lawful witnesses, residing in this parish, who have signed with the appearers, and me, notary, after reading the whole.

(Signed) P. J. PAVY,
Ag't & Att'y in fact.
C. C. DUSON, President.

Witnesses:
L. L. LYONS.
A. B. ALLISON.

GUS E. FONTENOT,
Notary Public.

For Plaintiff.

Certified Copy of Deed from Milton, Carrie, James, Charles, & Guy Berza & Silas West to Corkran Oil and Development Company. Gus E. Fontenot, Notary Public.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the within and foregoing act of cash sale of property was filed for record on December 6th, 1901. Recorded same day in Book "Z" of Conveyances on page 310 of the
285 records of the parish of Acadia, State of Louisiana.

(S'g'd) D. B. HAYES,
Clerk and *Ex-officio* Recorder of said Parish.

A true copy,
R. T. CLARK, Clerk.

STATE OF LOUISIANA, }
Parish of Acadia. }

Be it known, that on this, the fourth day of the month of December in the year of our Lord, nineteen hundred and one, before me, Gus. E. Fontenot, a notary public duly commissioned and sworn for the parish of Acadia, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally appeared Pierre J. Pavy, of Acadia parish, Louisiana, herein acting for himself and as agent and attorney in fact of Milton Berza, Miss Carrie Berza, James Berza, Charles Berza, and Guy Berza, all residents of Goliad county, Texas, under and by virtue of a power of attorney duly recorded in Acadia parish, La. Said Pavy also representing Silas West of Leon county, Texas, under a power of attorney duly recorded in Acadia parish, La., who declared; that for the consideration and on the terms and conditions hereinafter set forth, they do by these presents, grant, bargain, sell, assign, convey, set over and deliver with all legal warranties, unto the Corkran Oil and Development Company, a body corporate duly created and existing under and by virtue of the laws of the State of Louisiana, having its domicil in the town of Crowley, Louisiana and represented herein by its president, Cornelius C. Duson, acting under and by virtue of a resolution of the board of directors of said company on file in the office of the clerk of court in and for
286 Acadia parish, La. her present, purchasing and accepting for said company, its successors and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:—All of their rights, title and interest as heirs at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, in

and to a certain tract of land situated in Acadia parish, Louisiana, and known and described as section forty-seven (47) in township nine (9) south range two (2) west of Louisiana meridian and containing five hundred and eighty and 90/100 (580 90/100) acres, more or less. To have and to hold said property unto the said purchaser, its successors and assigns forever. And the said vendor moreover transfers unto the said purchaser all rights and actions of warranty to which they are entitled against all former owners and proprietors of the property herein conveyed, subrogating the said purchaser to the said rights and actions to be by it enjoyed and exercised as they might have been by the present vendor.

This sale is made and accepted for and in consideration of the price and sum of one — ($1.00) and other good and valuable considerations, dollars in cash current money. The receipt whereof is hereby acknowledged and full acquittance and discharge granted therefor.

And here the parties declare that they dispense with the production of a certificate from the clerk of court and *ex-officio* recorder of and for the parish of Acadia for annexation hereto, as otherwise required by law, to show what, if any, mortgages or other incumbrances exist on the herein conveyed property in the name of the present vendor.

The taxes on the within described property if not paid, are to be paid by vendors.

287 Done and passed in the parish of Acadia, in my office, the day, month and year aforesaid in presence of James L. Dorman and Aristide D. Le Blanc lawful witnesses, residing in this parish, who have signed with the appearers, and me, notary, after reading the whole.

P. J. PAVY,
Ag't & Att'y in Fact.
C. C. DUSON, President.

Witnesses:

JAMES L. DORMAN.
A. D. LE BLANC.

GUS E. FONTENOT,
Notary Public.

Filed June 25/1902.

R. T. CLARK, Clerk.

For Plaintiff.

Certified Copy of a Resolution of the Board of Directors of the Corkran Oil and Development Company Authorizing the Purchase of Lands, Ex. " X," Marked "A 36."

Whereas, this company has been offered the sale of section 47, township 9, south range 2 west, parish of Acadia, by the heirs of Anthony Corkran and by other persons holding interests therein, and that said property being of great benefit to this company;

Therefore, be it resolved by the board of directors of the Corkran Oil and Development Company, at a meeting held in the town of Crowley, Louisiana, this 9th day of November, 1901. That this company purchase from the heirs of Anthony Corkran and Margaret Watson, his wife, both deceased and from such other parties having interests in the land hereinafter described, to-wit:—

All of section forty-seven (47), township nine (9), south of range two (2) west, Louisiana meridian, situated in the parish of
288 Acadia, Louisiana, containing five hundred and eighty 90/100 (580 90/100) acres, more or less, for which there shall be issued in payment thereof two hundred thousand (200,000) shares of the capital stock of this company, at the par value of one dollar ($1.00) per share.

That said shares shall be issued to said parties in proportion as their respective interests may appear in said lands above described.

That the president of this company be and is hereby authorized to accept deeds of sale to said land from the heirs of the said Anthony Corkran and Margaret Watson, or any person or persons having any interest therein, for and in the name of this company.

CROWLEY, LA., November 9", 1901.

I hereby certify that the foregoing is a true and correct copy of a resolution passed at a meeting of the board of directors of the Corkran Oil and Development Company, held in the town of Crowley, La., on the ninth day of November, A. D. 1901.

O. H. TERWILLIGER, Secretary.

Filed June 25/1902.

R. T. CLARK, Clerk.

289 No. 17626—William B. Lewis to Pierre J. Pavy—Power of Attorney.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that I, William B. Lewis, a resident of St. Landry parish, La., and an heir at law of Anthony Cork-

ran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) tp. (9) south range (2) two west of La. mer. in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final jusgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge
290 advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter said rights, and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, grant, assign and set over and deliver to my said agent

and attorney in fact, and authorize him to retain and keep for himself the undivided one-half part, or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the in-
291 tent and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed at — in St. Landry p'h, La. this day of November 23, in the year A. D. 1901 in the presence of the undersigned competent witnesses.

WILLIAM B. LEWIS.

Witnesses:
L. P. SAVANT.
E. M. BALDRIDGE.

Filed Dec. 3rd, 1901—same day recorded in Conveyance Book "Y" at pages 689 & 690.

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

292 No. 17625—Martin Lewis to Pierre J. Pavy—Power of Attorney.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that I, Martin Lewis, a resident of St. Landry parish, La., an heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia p'h, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) tp. (9) south range (2) two, west of La. mer. in Acadia p'h, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson his wife, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such re-

demption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary usual or proper as he may judge advisable in all such suits or legal proceedings to carry
293 on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter said rights, and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, grant, assign and set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the undivided one-half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent
294 and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys'

fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Thus done, read and signed at —— in St. Landry p'h, La. on this twenty-first day of November in the year 1901 in the presence of the undersigned competent witnesses.

MART LEWIS.

Witnesses:
C. ANTOINE.
L. E. TUYES.

Filed Dec. 3rd. 1901, same day recorded in Conveyance Book "Y" at pages 687 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25 / 1901.
R. T. CLARK, Clerk.

295 No. 17623—Louis M. Nichols to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 4th, 1901.

STATE OF LOUISIANA, }
Parish of Vernon. }

Know all men by these presents that I, Louis M. Nichols, a resident of Vernon parish, La., heir at law of Anthony Corkran and Marguerite Watson, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) tp. (9) south range (2) two west of La. mer. in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the present-; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute

all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary,
296 usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter said rights, and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, grant, assign and set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the undivided one-half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent
297 and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in Vernon parish, La. this 4th day of Nov. 1901, in presence of the two undersigned competent witnesses.

L. M. NICHOLS.

Witnesses:
T. F. ARNOLD.
ELY BEDYARD.

Filed Dec. 3rd, 1901—same day recorded in Conveyance Book "Y" at pages 685 & 686.

D. B. HAYES, D'y Cl'k.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902,
R. T. CLARK, Clerk.

298 No. 17619—Martin W. Vincent to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 31st, 1901.

STATE OF LOUISIANA,
Parish of Calcasieu.

Know all men by these presents that I, Martin W. Vincent, a resident of Calcasieu parish, La., heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) tp. (9) south range (2) two west of La. mer. in Acadia parish., La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final jusgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary,
299 usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter said rights, and

claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I especially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, grant, assign and set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the undivided one-half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent
300 and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in Calcasieu parish, La., this 31st. day of October 1901 in presence of *and* competent witnesses.

MARTIN M. VINCENT.

Witnesses:
J. D. NIXON.
JOSEPH VINCENT.

Filed Dec. 3rd, 1901—same day recorded in Conveyance Book "Y" at pages 680 & 681.

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

301 No. 17618—William Perkins to Pierre J. Pavy—Power of Attorney and Conveyance of Interest in Land, Dated Oct. 30th, 1901.

STATE OF LOUISIANA, }
Parish of Rapides. }

Know all men by these presents that I, William Perkins, a resident of Rapides parish, La., heir at law of Anthony Corkran and Marguerite Watson, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) tp. (9) south range (2) two west of La. mer. in Acadia parish., La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final jusgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary,
302 usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit-claim, exchange or barter said rights, and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be

necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, grant, assign and set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the undivided one-half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being
303 the intent and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in Rapides parish, La., this 30th day of Oct. 1901 in presence of the two undersigned competent witnesses.

his
WM. x PERKINS.
mark.

Witnesses:
RICHARD BOYD.
O. S. WILLIS.

Filed Dec. 3rd, 1901—same day recorded in Conveyance Book "Y" at pages 679 & 680.

D. B. HAYES, D'y Cl'k.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

304 No. 17621—Mary Stanley, Wife of John Eaves, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 1st, 1901.

STATE OF LOUISIANA,
Parish of Calcasieu.

Know all men by these presents that I, Mary Stanley, wife of John Eaves resident of Calcasieu parish, La., heir at law of Anthony Corkran and Marguerite Watson both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim, sue for and recover section (47) tp. (9) south range (2) two west of La. mer. in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts
305 necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter said rights, claims in like manner, with any and all persons whomsoever; and to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose, that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be nec-

essary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the *the* considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, grant, assign and set over and deliver to my said agent and attorney, in fact, and authorize him to retain and keep for himself the undivided one-half part or share and interest in and to any and all lands which he may recover in pursuance of the power herein granted, and a like part and share of any and all
306 moneys or considerations recovered in the premises. It being the intent and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in Calcasieu parish, La., this 1st day of November, 1901, in presence of the two undersigned competent witnesses.

her
MRS. MARY x EAVES.
mark.

To authorize my wife

his
JOHNSON x EAVES.
mark.

Witnesses:

CHARLES K. SIMPSON.
J. J. McMISS.

Filed Dec. 3rd, 1901—same day recorded in Conveyance Book "Y" at pages 683 and 684.

D. B. HAYES, D'y Cl'k.

A true copy,

R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

307 No. 17637—Silas West to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Dec. 2nd, 1901. J. A. Boykin, *Ex-officio* Not. Pub.

STATE OF TEXAS, }
County of Leon. }

Know all men by these presents that I, Silas West, a resident of above Co. and State, heir at law of Anthony Corkran and Marguerite Watson, both deceased, have this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint Pierre J. Pavy of Crowley, Acadia parish, La., true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand claim, sue for and in my name or in his name as agent, to demand claim, sue for and recover section (47), township nine (9) south range two (2) west La. mer. in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partotion and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or of the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prose-
308 cute all appeals, in any or all suits instituted by him as he may deem proper to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my

said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do myself if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the consideration therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half part or
309 share and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, passed and signed at Russell, Lion Co. Texas, this 2nd, day of Dec. A. D. 1901 in presence of the two undersigned male witnesses over the age of fourteen and the undersigned not. pub. after due reading of the whole.

SILAS WEST.

Witnesses:
J. H. STRICKLIN.
W. D. RUSSELL.

J. A. BOYKIN,
Not. Pub., L. C., Tex.

Filed Dec. 4th, 1901—same day recorded in Conveyance Book "Y" at pages 695 and 696.

D. B. HAYES, D'y Cl'k.

A true copy.

R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

No. 17617.—Wm. C. Teal to Pierre J. Pavy, Power of Attorney and Conveyance of Land, Dated Oct. 29th, 1901.

STATE OF LOUISIANA,
Parish of Acadia.

Know all men by these presents that I, William C. Teal of Acadia parish, La., heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint Pierre J. Pavy of Crowley, Acadia parish, La., true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand claim, sue for and in my name or in his name as agent, to demand claim, sue for and recover section (47), township nine (9) south range two (2) west La. mer. in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partotion and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or of the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals,
311 in any or all suits instituted by him as he may deem proper to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchauge or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to

carry out the power herein granted in same manner and with like virtue and effect as I could do myself if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the consideration therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half part or
312 share and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in the parish of Acadia, La. on this 29th day of Oct. A. D. 1901.

W. C. TEAL.

Witnesses:
J. R. PAVY.

Filed Dec. 3rd, 1901 same day recorded in Conveyance Book "Y" at pages 678 & 679.

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

313 Elucia Ledoux, Wife of Louis Prudhomme, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 15, 1901.

No. 17624.

Know all men by these presents that I, Elucia Ledoux, wife of Louis Prudhomme, a resident of Rapides p'h, La., and an heir at law of Anthony Corkran & Marguerite Watson, his wife, both deceased, herein aided, authorized and assisted by my said husband,

Louis Prudhomme, Elucia Ledoux Prudhomme, wife, this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint Pierre J. Pavy of Crowley, Acadia parish, La., true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand claim, sue for and in my name or in his name as agent, to demand claim, sue for and recover section (47), township nine (9) south range two (2) west La. mer. in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partotion and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or of the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises
314 and to apply for, take or prosecute all appeals, in any or all suits instituted by him as he may deem proper to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange, or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do myself if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the consideration therefor.

In consideration of the services to be rendered by my said attor-

ney in the execution and carrying out of these presents, I do hereby agree to give, and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half part or share
315 and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Thus done, read and signed in Rapides parish, La. on this fifteenth day of Nov. in the year A. D. 1901 in the presence of the undersigned competent witnesses.

ELUCIA LEDOUX PRUDHOMME.

I authorize wife to sign

LOUIS PRUDHOMME.

Witnesses:
A. HARTIENS.
SAM McCARTY.

Filed Dec. 3rd, 1901, same day recorded in Conveyance Book "Y" at pages 686 & 687.

D. B. HAYES, D'y Clerk.

A true copy,

R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

316 No. 17632—Wilbur B. Canion, Arthur Berza, Martin W. Bundick, and Jessie J. Canion, Wife of Thos. J. Brantlry, to Pierre J. Pavy—Power of Attorney & Conveyance of Land, Dated Nov. 2nd, 1901.

STATE OF TEXAS, }
County of Gonzales. }

Know all men by these presents that I, Wilbur B. Canion and Arthur Berza and Martin W. Bundick, residents of Gonzales Co. Tex. & Jessie J. Canion, wife of Thos. J. Brantlry of Dewitt Co., Tex., heirs at law of Anthony Corkran & Marguerite Watson, deceased this day nominated, constituted and appointed and by these pres-

ents do nominate, constitute and appoint Pierre J. Pavy of Crowley, Acadia parish, La., true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand claim, sue for and in my name or in his name as agent, to demand claim, sue for and recover section (47), township nine (9) south range two (2) west La. mer. in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partotion and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or of the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals,
317 in any or all suits instituted by him as he may deem proper to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust, and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do myself if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the consideration therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, and do hereby give, grant, assign, set over and

deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half part or
318 share and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Thus done, read and signed in Gonzales Co., Texas, this second day of November, 1901 in presence of the two undersigned competent witnesses and not. pub.

JOE CANION.
H. BUNDICK.
M. BUNDICK.
A. W. BUNDICK.
W. B. CANION.
T. J. BRANTLRY.
J. J. BRANTLEY.

Witnesses:
A. BUNDICK AND
ARTHUR BAZAAR.
OTHO BUNDICK.

Filed Dec. 3rd, 1901,
Same day recorded in Conveyance Book "Y" at pages 684 & 685.

D. B. HAYES, D'y Cl'k.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

319 No. 17599—Melina Shuff, Wife of Absolom Reed; Achille West, and C. B. West to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 2nd., 1901; Authenticated Nov. 25/1901. B. H. Pavy, Not. Pub.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that Melina Shuff, wife of Absolom Reed, Achille West and C. B. West of St. Landry parish, La., heirs at law of Anthony Corkran and Marguerite Watson, his wife,

both deceased, this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint Pierre J. Pavy of Crowley, Acadia parish, La., our true and lawful agent and attorney in fact for us and in our name or in his name as agent to demand, claim, sue for and recover section (# 47) forty-seven—township (# 9) nine—south range two (2) west La. mer. in Acadia parish, La., as well as any and all other lands to which we may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where our said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in all
320 or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts, necessary, usual or proper, as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And we further specially authorize and empower our said agent to compromise, adjust and settle our aforesaid claims, demands and dues in all or any of our said lands in such manner as he may deem advisable and on such terms as he may consider for our best interests, to relinquish or quit claim, exchange or barter our said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and — legal proceedings which he may deem advisable and proper in the premises; and we specially authorize our said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as we could do ourselves if personally present and acting for ourselves.

And we do specially authorize our said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by our said attorney in the execution and carrying out of these presents, we do hereby agree to give and do hereby give, grant, assign, set over and deliver to our said agent and attorney in fact and authorize him to

retain and keep for himself the one undivided half, part or
321 share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as we could do by a more formal transfer, it is understood, however, that our said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in the parish of St. Landry on this 2nd day of November in the year 1901 in the presence of competent witnesses.

his
C. B. x WEST.
mark.
his
ACHILLE x WEST.
mark.
her
MELINA x SHUFF.
mark.
his
ABSOLOM x REED.
mark.

Witnesses:
G. L. FONTENOT.
ROBERT DOUCET.
DUCIDE GUILLORY.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned notary public, duly commissioned and qualified in and for the State and parish above written and in presence of the undersigned competent witnesses personally appeared Robert Doucet, a resident of St. Landry parish, La., who being first duly sworn, deposes and says, that the foregoing power of attorney was signed by C. B. West, Achille West and Melina Shuff and
322 her husband Absolom Reed in his presence and that of G. L. Fontenot and Ducide Guillory the other subscribing witness, that the said C. B. West, Achille West, Melina Shuff and Absolom Reed acknowledged that they executed the said power of attorney as their own act and deed for the purposes and consideration therein expressed, that the deponent and the other subscribing witnesses signed same.

ROBERT DOUCET.

Witnesses:
H. D. LITTELL.
JAS. J. BAILEY.

Sworn to and subscribed before me this — day of Nov. A. D. 1901.

B. H. DAVY, Not. Pub.

Filed Dec. 3rd, 1901—same day recorded in Conveyance Book "Y" at pages 655 & 656.

D. B. HAYES, D'y Cl'k.

A true copy.

R. T. CLARK, Clerk.

Filed June 25 / 1902.

R. T. CLARK, Clerk.

323 No. 17620—Kimber L. Vincent & Ida Vincent to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 31st, 1901.

STATE OF LOUISIANA, }
Parish of Calcasieu. }

Know all men by these presents that we, Kimber L. Vincent and Ida Vincent (unmarried) residents of Calcasieu parish, La., and heirs at law of Anthony Corkran and Marguerite Watson both deceased, this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint Pierre J. Pavy of Crowley, Acadia parish, La., our true and lawful agent and attorney in fact for us and in our name or in his name as agent to demand, claim, sue for and recover section (# 47) forty-seven—township (# 9) nine—south range two (2) west La. mer. in Acadia parish, La., as well as any and all other lands to which we may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where our said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prose-
324 cute all appeals, in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts, necessary, usual or proper, as he may judge advisable in all

such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And we further specially authorize and empower our said agent to compromise, adjust and settle our aforesaid claims, demands and dues in all or any of our said lands in such manner as he may deem advisable and on such terms as he may consider for our best interests, to relinquish or quit claim, exchange or barter our said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and — legal proceedings which he may deem advisable and proper in the premises; and we specially authorize our said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as we could do ourselves if personally present and acting for ourselves.

And we do specially authorize our said agent to sell and convey any or all lands recovered by him as aforesaid and to execute sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by our said attorney in the execution and carrying out of these presents, we do hereby agree to give and do hereby give, grant, assign, set over and deliver to our said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share
325 and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as we could do by a more formal transfer, it is understood, however, that our said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in Calcasieu parish, La., this 31st day of Oct., 1901 in presence of the two undersigned competent witnesses.

his
KIMBER x L. VINCENT.
mark.

her
IDA x VINCENT.
mark.

Witnesses:

W. J. COOLEY.
JAMES LE BLANC.

Filed Dec. 3rd, 1901 same day recorded in Conveyance Book "Y" at pages 681 and 682.

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1901.
R. T. CLARK, Clerk.

326 No. 17633½—Milton Berza, Miss Carrie Berza, James Berza, Charles Berza, Guy Berza to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Dec. 3/1901. I.S. Moore, Notary Public.

STATE OF TEXAS,
County of Goliad.

Know all men by these presents that we, Milton Berza, Miss Carrie Berza and Jas. Berza acting for himself and as guardian of Charles Berza & Guy Berza, residents of Goliad county, Texas, and heirs at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint Pierre J. Pavy of Crowley, Acadia parish, La., our true and lawful agent and attorney in fact for us and in our name or in his name as agent to demand, claim, sue for and recover section (#47) forty-seven—township (#9) nine—south range two (2) west La. mer. in Acadia parish, La., as well as any and all other lands to which we may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales to pay taxes on said lands and to assess the same as provided by law; to partotion and divide said lands amicably or otherwise and in all cases where our said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in all or any suits in-
327 stituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts, necessary, usual or proper, as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And we further specially authorize and empower our said agent

to compromise, adjust and settle our aforesaid claims, demands and dues in all or any of our said lands in such manner as he may deem advisable and on such terms as he may consider for our best interests, to relinquish or quit claim, exchange or barter our said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and—legal proceedings which he may deem advisable and proper in the premises; and we specially authorize our said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as we could do ourselves if personally present and acting for ourselves.

And we do specially authorize our said agent to sell and convey any or all lands recovered by him as aforesaid and to execute sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by our said attorney in the execution and carrying out of these presents, we do hereby agree to give and do hereby give, grant, assign, set over and deliver to our said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share
328 and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as we could do by a more formal transfer, it is understood, however, that our said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and passed at Charco in Goliad county, Texas, in this 3rd day of Dec. A. D. 1901 in the presence of the undersigned competent witnesses and me, notary, after reading the whole.

MILTON BERZA.
CARRIE BERZA.
JAMES BERZA.
CHARLES BERZA,
By JAMES BERZA, Guardian.
GUY BERZA.
By JAMES BERZA, Guardian.

Witnesses:
W. W. WADRILL.
J. D. BARTLEY.

I. S. MOORE,
Notary Public, Goliad Co., Texas.

Filed Dec. 4th, 1901—Same day recorded in Conveyance Book "Y" at pages 694 & 695.

D. B. HAYES, D'y Cl'k.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

329 No. 17594—William Shuff and William Bundick to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 30th, 1901; Authenticated Nov. 25, 1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Know all men by these presents that we, William Shuff and William Bundick of St. Landry parish, La., heir- at law of Anthony Corkran and Marguerite Watson, both deceased, this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint Pierre J. Pavy of Crowley, Acadia parish, La., our true and lawful agent and attorney in fact for us and in our name or in his name as agent to demand, claim, sue for and recover section (# 47) forty-seven—township (# 9) nine—south range two (2) west La. mer. in Acadia parish, La., as well as any and all other lands to which we may be entitled as heir- at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales to pay taxes on said lands and to assess the same as provided by law; to partotion and divide said lands amicably or otherwise and in all cases where our said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in all or any suits in-
330 stituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper, as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And we further specially authorize and empower our said agent to compromise, adjust and settle our aforesaid claims, demands and

dues in all or any of our lands in such manner as he may deem advisable and on such terms as he may consider for our best interests, to relinquish or quit claim, exchange or barter our said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and — legal proceedings which he may deem advisable and proper in the premises; and we specially authorize our said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as we could do ourselves if personally present and acting for ourselves.

And we do specially authorize our said agent to sell and convey any or all lands recovered by him as aforesaid and to execute sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by our said attorney in the execution and carrying out of these presents, we do hereby agree to give and do hereby give, grant, assign, set over and delivered to our said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or
331 share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purposes to vest him, on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as we could do by a more formal transfer, it is understood, however, that our said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed on this 30th day of October, A. D. 1901, in presence of competent witnesses.

WM. SHUFF.
his
WM. x BUNDICK.
mark.

Witnesses:
C. W. MILLSPAUGH.
J. B. PAVY.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in presence of the undersigned competent witnesses, personally appeared

J. Raoul Pavy, who being first duly sworn deposes and says that the foregoing power of attorney was signed by Wm. Shuff and Wm. Bundick in his presence, and that of C. W. Millspaugh, the other subscribing witness; that the said Wm. Shuff and Wm. Bundick acknowledged that they executed the said power of attorney as their own act and deed and for the purpose and consideration therein expressed and that deponents signed the same as a witness together with the said C. W. Millspaugh at the request of the said parties and that the said Wm. Bundick on account of infirmities
332 signed name by making his ordinary mark, not being able to sign his name.

J. R. PAVY.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25th day of Nov. A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd. 1901—same day recorded in Conveyance Book "Y" at pages 647 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

333 No. 17571—Pierre Doucet and Liza Doucet, Wife of Frank Doucet, to Pierre J. Pavy—Power of Attorney and Convey ance of Land, Dated October 19, 1901; Authenticated Nov. 25, 1901. B. H. Pavy, Not. Pub.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that we, Pierre Doucet, Liza Doucet, wife of Frank Doucet of St. Landry parish, La., heirs at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint Pierre J. Pavy of Crowley, Acadia parish, La., our true and lawful agent and attorney in fact for us and in our name or in his name as agent to demand, claim, sue for and recover section (# 47) forty-seven—township (# 9) nine—south range two (2) west La. mer. in Acadia parish, La., as well as any

and all other lands to which we may be entitled as heir- at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased, and to possess and keep the same until disposed of as provided for in the- presents; to redeem the same from tax sales made thereof, and to accept such redemption sales to pay taxes on said lands and to assess the same as provided by law; to partotion and divide said lands amicably or otherwise and in all cases where our said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in all or any suits instituted by him as he may deem proper,
334 and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts, necessary, usual or proper, as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And we further specially authorize and empower our said agent to compromise, adjust and settle our aforesaid claims, demands and dues in all or any of our said lands in such manner as he may deem advisable and on such terms as he may consider for our best interests, to relinquish or quit claim, exchange or barter our said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and — legal proceedings which he may deem advisable and proper in the premises; and we specially authorize our said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as we could do ourselves if personally present and acting for ourselves.

And we do specially authorize our said agent to sell and convey any or all lands recovered by him as aforesaid and to execute sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by our said attorney in the execution and carrying out of these presents, we do hereby agree to give and do hereby give, grant, assign, set over and deliver to our said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or
335 share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on re-

covery with the aforesaid share and interest in said lands and money in same manner and with same effect as we could do by a more formal transfer, it is understood, however, that our said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

PIERRE DOUCET.
ELIZA DOUCET.
To authorize my wife, FRANCOIS DOUCET.

Witnesses:

J. R. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me the undersigned, a notary public, duly commissioned and qualified in and for the State aud parish above written and in presence of the undersigned competent witnesses personally appeared J. R. Pavy, who being first duly sworn, deposes and says; that the foregoing power of attorney was signed by Pierre Doucet, Eliza Doucet and Francois Doucet to authorize his wife in his presence and that of Robert Doucet, the other subscribing witness, that the said parties acknowledged that they executed the said power of attorney as their own act and deed and for the purpose and consideration therein expressed and that deponent signed the same as a witness together with the said Robert Doucet at the request of said parties.

J. R. PAVY.

336 Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed this 25th day of November A. D. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd 1901, same day recorded in Conveyance Book "Y" pages 610 & 611.

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

337 No. 17600—Miss Irene Berza to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 4", 1901. B. H. Pavy, Notary Public.

STATE OF TEXAS,
County of Gonzales.

Know all men by these presents that I, Irene Berza, a resident of above county and State, heir at law of Anthony Corkran and Marguerite Watson, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim, sue for and recover section No. forty-seven (47) township No. nine (9) south range No. two (2) west of Acadia parish, as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes to make all necessary affidavits and to execute, sign and deliver all necessary bonds for such appeals and in general to do and
338 perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights, and claims in like manner with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or
339 share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

This done, read and signed in Gonzales county, Texas, this 4th day of November, 1901 in presence of the undersigned competent witnesses.

her
IRENE x BERZA.
mark.

ROBERT DOUCET.
M. P. BUNDICK.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me, the undersigned notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses personally appeared Robert Doucet, who being first duly sworn, deposes and says that the foregoing power of attorney was signed by Irene Berza in his presence and that of M. P. Bundick, the other subscribing witness, that the said Irene Berza acknowledged that she executed the said power of attorney as her own act and deed and for the purposes and consideration therein expressed, and that deponent signed the same as a witness together with the said M. P. Bundick at the request
340 of the said party. That the said Irene Berza made her mark, not knowing how to write.

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25th day of Nov. A. D. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 656 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

341 No. 17598—Ozema McDaniel to Pierre J. Pavy—Power of Attorney and Conveyance of Land—Dated Oct. 31st, 1901; Authenticated Nov. 25/1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that I, Ozema McDaniel of St. Landry parish, La. heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim sue for and recover section No. forty-seven (47) township No. nine (9) south range No. two (2) west of Acadia parish, as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes to make all necessary affidavits and to execute, sign and deliver all necessary bonds for such appeals and in general to do and
342 perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem

advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights, and claims in like manner with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or share and
343 interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed at Eunice, La., on this 31st day of Oct. A. D. 1901, in presence of competent witnesses.

his
OZEMA x McDANIEL.
mark.

Witnesses:
J. R. PAVY.
C. W. MILLSPAUGH.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in presence of the undersigned competent witnesses, personally ap-

peared J. R. Pavy, who being first duly sworn, deposes and says that the foregoing power of attorney was signed by Ozma McDaniel in his presence and that of C. W. Millspaugh, the other subscribing witness; that the said Ozma McDaniel acknowledged that he executed the said power of attorney as his own act and deed and for the purposes and considerations therein expressed and that deponent signed the name as a witness together with the said C. W. Millspaugh at the request of the said party and that the said Ozma McDaniel signed his name thereto by making his ordinary mark, not
344 knowing how to write.

J. R. PAVY.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25th day of Nov. A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 653 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy:
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

345 STATE OF LOUISIANA, }
Parish of St. Landry. }

No. 17585—Melissa Bundick, Widow of Belizaire Marcantel; Margaret Bundick, Wife of Eli Shuff; Frank Guillory & Sarah Guillory, Widow of Martin West, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated, Oct. 21st., 1901. B. H. Pavy, Not. Pub.

Know all men by these presents that Melissa Bundick, widow Belizaire Marcantel—Margaret Bundick, wife of Eli Shuff—Frank Guillory, Sarah Guillory, widow Martin West, heirs at law of Anthony Corkran and Marguerite Watson, both deceased have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim sue for and recover section No. forty-seven (47) township No. nine (9) south range No. two (2) west of Acadia parish, as well as any and

all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes to make all necessary affidavits and to execute, sign and deliver all necessary bonds for such appeals
346 and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights, and claims in like manner with any and all persons whatsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to empl-y and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or share
347 and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could by a more formal transfer, it is understood, however, that my said agent and

attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed at Point Aux Pains this 21st day of Oct., A. D. 1901.

her
MELISSA x BUNDICK.
mark.
her
MARGARET x BUNDICK.
mark.

To authorize my wife,

his
ELI x SHUFF.
mark.
his
FRANK x GUILLORY.
mark.
her
SARAH x WEST.
mark.

Witnesses:
ROBERT DOUCET.
J. R. PAVY.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned notary public, duly commissioned and qualified in and for the State and parish above written and in presence of the undersigned competent witness-, personally appeared Robert Doucet, a resident of St. Landry parish, La., who be-
348 ing first duly sworn, deposes and says: That the foregoing power of attorney was signed by Melissa Bundick, Margaret Bundick, Eli Shuff to authorize his wife, Frank Guillory and Sarah West, all of said parties signed by making their ordinary marks not knowing how to write and the same was signed in deponent's presence and that of J. R. Pavy, the other subscribing witness, that the said Melissa Bundick, Margaret Bundick, Eli Shuff, Frank Guillory and Sarah West acknowledged that they executed the said power of attorney as their own act and deed for the purposes and consideration therein expressed. And that deponent signed the same as a witness together with the said J. R. Pavy at the request of said parties (names Frank Guillory and Sarah West interlined before signing).

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25 Nov. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book Y" at pages 33 *et seq.*

D. B. HAYES, D'y Cl'k.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

349 No. 17601—Will Massey to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 5/1901; Authenticated Nov. 25, 1901. B. H. Pavy, Notary Public.

STATE OF TEXAS, }
County of Polk. }

Know all men by these presents that I, Will Massey, a resident of Polk county, Texas, heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim sue for and recover section No. forty-seven (47) township No. nine (9) south range No. two (2) west of Acadia parish, as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes to make all necessary affidavits and to execute, sign and deliver all necessary bonds for such
350 appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and

dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights, and claims in like manner with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or share
351 and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

This done, read and signed in Polk Co., Texas, this 5th day of Nov. 1901, in presence of the two undersigned competent witnesses.

W. L. MASSEY.

Witnesses:
ROBERT DOUCET.
J. E. GOODWIN.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in

presence of the undersigned competent witnesses, personally appeared Robert Doucet, who being first duly sworn deposes and says, that the foregoing power of attorney was signed by W. L. Massey in his presence and that of J. E. Goodwin, the other subscribing witness and that the said W. G. Massey acknowledged that he executed the said power of attorney as his own act and deed for the purposes and considerations therein expressed, and that deponent signed the same as a witness together with the said J. E. Goodwin at the request of the said party.

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LIETELL.

352 Sworn to and subscribed before me this 25th day of Nov. A. D. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd 1901—Same day recorded in Conveyance Book "Y" at pages 658 & 659.

D. B. HAYES, D'y Cl'k.

A true copy.

R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

353 No. 17602—George W. Reed to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 12th, 1901 O. H. Terwilliger, Not. Pub.

STATE OF LOUISIANA, }
Parish of Acadia. }

Know all men by these presents that I, George W. Reed, a resident of Acadia parish, La., an heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim sue for and recover section No. forty-seven (47) township No. nine (9) south range No. two (2) west of Acadia parish, as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Cockran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the- presents; to redeem

the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes to make all necessary affidavits and to execute, sign and deliver all necessary bonds for such appeals and in general to do and
354 perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights, and claims in like manner with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or share
355 and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses

required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed at Crowley, La., this 12th day of November, A. D., 1901 in the presence of the undersigned competent witnesses and me, notary public.

GEO. W. REED.

Witnesses:

D. B. HAYES,
WALTER T. McBRIDE.

O. H. TERWILLIGER,
Notary Public, Acadia, La.

356 No. 17573—Lucinda Lewis, Wife of J. H. Baldridge; Jas. H. Lewis, Misso Lewis, Widow Leon Campbell; Lorenzo Dow Lewis, Izelia Lewis, Wife Thos. Kelly, and Wm. H. Lewis to James R. Pavy, Dated Oct. 19, 1901; authenticated Nov. 26, 1901. O. H. Terwilliger, Not. Pub.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that we, Lucinda Lewis, wife of Jas. Baldridge, Jas. H. Lewis, Misso Lewis, widow Leon Campbell, Lorenzo Dow Lewis, Izelia Lewis, wife Thos. Kelly and Wm. P. Lewis, residents of St. Landry parish, La., heirs at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, have this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint James R. Pavy, a resident of St. Landry parish, La., our true and lawful agent and attorney in fact for us and in our name or in his name as agent, to demand claim sue for and recover section No. forty-seven (47), township nine (9) south range two (2) west La. mer., as well as any and all other lands to which we may be entitled as heirs at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divied said lands amicably or otherwise and in all cases where our said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or

final process or processes, to make all necessary affidavits and
357 to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful re-covery and conclusion.

And we further specially authorize and empower our said agent to compromise, adjust and settle our aforesaid claims, demands, and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for our best interest to relinquish or quit claim, exchange or barter our said rights and claims in like manner with any and all persons whomsoever; to refer our said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises and we specially authorize our agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as we could do if personally present and acting for ourselves.

And we do hereby authorize our said agent to sell, and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by our said attorney in the execution and carrying out of these presents, we do hereby each for himself or herself agree to give, and do hereby give,
358 grant, assign, set over and deliver to our said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as we could do by a more formal transfer, it is understood, however, that our said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands. Done and passed

at Barbreck, St. Landry parish, La., this 19th day of Oct. 1901 in presence of Stephen Deville and Pierre J. Pavy competent witnesses.

her
LUCINDA x BALDRIDGE.
mark.
his
JAMES H. x LEWIS.
mark.
J. N. BALDRIDGE, authorizing his wife.
her
IZELIA x KELLY.
mark.
W. H. LEWIS.
her
MISSO x CAMPBELL.
mark.
L. D. LEWIS.

To authorize my wife

his
THOMAS x KELLY.
mark.

Witnesses:
STEPHEN DEVILLE.
P. J. PAVY.

STATE OF LOUISIANA,
Parish of Acadia.

Before me, the undersigned notary public, duly commissioned and qualified in and for the State and parish above written and in presence of the undersigned competent witnesses personally ap-
359 peared Pierre J. Pavy, a resident of above parish and State, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by the parties thereto in his presence and that of Stephen Deville, the other subscribing witness; that the said parties acknowledge that they executed the said power of attorney as their own act and deed and for the purpose and consideration therein expressed and that deponent signed the same as a witness together with the said Stephen Deville at the request of said parties. That of said parties Lucinda Baldridge, James H. Lewis, Misso Campbell, Izelia Kelly and Thomas Kelly signed by making their ordinary marks, they not knowing how to write.

P. J. PAVY.

Witnesses:
R. T. CLARK.
WALTER T. McBRIDE.

Sworn to and subscribed before me this 26th Nov. 1901.

O. H. TERWILLIGER,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 613 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

360 No. 17587—Katie McDaniel, Wife of James C. Nash, and George Corkran to James R. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 24th, 1901; Authenticated Nov. 25/1901. B. H. Pavy, Not. Pub.

STATE OF LOUISIANA,
Parish of Calcasieu.

Know all men by these presents that we, Katie McDaniel, wife of James C. Nash, residents of Calcasieu parish La. and George W. Corkran, a resident of Calcasieu parish, La., heirs at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, have this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint James R. Pavy, a resident of St. Landry parish, La., our true and lawful agent and attorney in fact for us and in our name or in his name as agent, to demand claim sue for and recover section No. forty-seven (47), township nine (9) south range two (2) west La. mer., as well as any and all other lands to which we may be entitled as heirs at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the sameas provided by law; to partition and divi-e said lands amicably or otherwise and in all cases where our said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to
361 execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful re-covery and conclusion.

And we further specially authorize and empower our said agent

to compromise, adjust and settle our aforesaid claims, demands, and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for our best interest to relinquish or quit claim, exchange or barter our said rights and claims in like manner with any and all persons whomsoever; to refer our said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises and we specially authorize our said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as we could do if personally present and acting for ourselves.

And we do hereby specially authorize our said agent to sell, and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by our said attorney in the execution and carrying out of these presents, we do hereby each for himself or herself agree to give, and do hereby
362 give, grant, assign, set over and deliver to our said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as we could do by a more formal transfer, it is understood, however, that our said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands. Done, read and signed at Lake Charles, La., this 24th Oct. 1901 in presence of Pierre J. Pavy and Robert Doucet, competent witnesses.

MRS. KATIE NASH.

To authorize my wife,

JAMES C. NASH.
GEO. W. CORKRAN.

Witnesses:
P. J. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in

presence of the undersigned competent witnesses personally appeared Robert Doucet, who being first duly sworn deposes and says: That the foregoing power of attorney was signed by Mrs. Katie Nash, by James C. Nash to authorize his wife and by G. W. Corkran in his presence and that of P. J. Pavy, the other subscribing witness; that the said parties acknowledged that they executed the said
363 power of attorney as their own act and deed and for the purposes and considerations therein expressed and that deponent signed the same as a witness together with the said P. J. Pavy at the *tr*quest of the said parties.

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me at Opelousas, La., thia 25 day of Nov. A. D. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd, 1901, same day recorded in Conveyance Book "Y" at pages 636 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

364 No. 17593—Israel Perkins, Olive Perkins, Wife of Lafayette Hatch; Willis Perkins, Mary Cordelia Perkins, Wife of Wm. West, & Amanda Perkins, Widow of Rob't Sweat, to Jas. R. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 29/1901; Authenticated Nov. 25/1901. B. H. Pavy, Not. Pub.

STATE OF LOUISIANA, }
Parish of Rapides. }

Know all men by these presents that we, Israel Perkins, a resident of Rapides parish, La., Olive Perkins, wife of Lafayette Hatch, resident of Rapides parish, La., Willis Perkins of Rapides parish, La., Mary Cordelia Perkins, wife of Wm. West, residents of Calcasieu parish, La., Amanda Perkins, widow Robert Sweat of Calcasieu parish, heirs at law of Anthony Corkran and Marguerite Watson his wife, both deceased, have this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint James R. Pavy, a resident of St. Landry parish, La., our true and lawful agent and attorney in fact for us and in our name or in

his name as agent, to demand claim sue for and recover section No. forty-seven (47), township nine (9) south range two (2) west La. mer., as well as any and all other lands to which we may be entitled as heirs at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divi-e said lands amicably or otherwise and in all cases where our said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all nec-
365 essary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And we further specially authorize and empower our said agent to compromise, adjust and settle our aforesaid claims, demands, and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for our best interest to relinquish or quit claim, exchange or barter our said rights and claims in like manner with any and all persons whomsoever; to refer our said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises and we specially authorize our said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as we could do if personally present and acting for ourselves.

And we do hereby specially authorize our said agent to sell, and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by our said attorney in the execution and carrying out of these presents, we do hereby each for himself or herself agree to give, and do hereby give,
366 grant, assign, set over and deliver to our said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or

considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as we could do by a more formal transfer, it is understood, however, that our said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in Rapides parish, La., this 29th day of Oct., 1901, in presence of the two undersigned competent witnesses.

his
ISRAEL x PERKINS.
mark.
her
OLIVE x HATCH.
mark.
his
WILLIS x PERKINS.
mark.
her
MARY CORDELIA x WEST.
mark.
his
WM. x WEST.
mark.
AMANDA SWEAT.

Witnesses:
P. J. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared Robert Doucet of the above parish, who being
367 first duly sworn, deposes and says: That the foregoing power of attorney was signed by the parties thereto in his presence and that of P. J. Pavy, the other subscribing witness thereto, that the said parties signed said act by making their marks, not knowing how to write and the said parties acknowledged that they executed the said power of attorney as their own act and deed and for the purposes and consideration therein expressed and that deponent signed the same as a witness together with the said P. J. Pavy at the request of said parties.

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25th day of Nov., A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, 1901, same day recorded in Conveyance Book "Y" at pages 646 & 647.

D. B. HAYES, D'y Clerk.

A true copy:

R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

368 No. 17588—Willis M. Vincent, Jos. Vincent, Geo. Wrylis, Lee L. Vincent, Hester Ann Nichols, Wife of David Baggett; Jacob Nichols, Jas. Nichols, Elizabeth Nichols, Widow of Eli Royer, & Octavia Vincent, Wife of Berry Cooley, to James R. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 26th, 1901; Authenticated Nov. 25, 1901. B. H. Pavy, Not. Pub.

STATE OF LOUISIANA, }
Parish of Calcasieu. }

Know all men by these presents that we, Willis M. Vincent, Joseph Vincent, Geo. Wryles, Lee L. Vincent, Hester Ann Nichols, wife of David Baggett, Jacob Nichols, James Nichols, Elizabeth Nichols, widow Eli Royer, and Octavia Vincent, wife of Berry Cooley, have this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint James R. Pavy, a resident of St. Landry parish, La., our true and lawful agent and attorney in fact for us and in our name or in his name as agent, to demand claim sue for and recover section No. forty-seven (47), township nine (9) south range two (2) west La. mer., as well as any and all other lands to which we may be entitled as heirs at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divi*ed* said lands amicably or otherwise and in all cases where our said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process

or processes, to make all necessary affidavits and to execute,
369 sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And we further specially authorize and empower our said agent to compromise, adjust and settle our aforesaid claims, demands, and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for our best interest to relinquish or quitclaim, exchange or barter our said rights and claims in like manner with any and all persons whomsoever; to refer our said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises and we specially authorize our said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as we could do if personally present and acting for ourselves.

And we do hereby specially authorize our said agent to sell, and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by our said attorney in the execution and carrying out of these presents, we do hereby each for himself or herself agree to give, and do hereby
370 give, grant, assign, set over and deliver to our said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as we could do by a more formal transfer, it is understood, however, that our said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in Calcasieu parish, La., on the 26th day

of Oct. 1901 in presence of Pierre J. Pavy and Robert Doucet, competent witnesses.

WILLIS M. VINCENT.
JOSEPH VINCENT.
GEORGE WRYLES.
L. L. VINCENT.
her
ELIZABETH x NICHOLS.
mark.
OCTAVIA COOLEY.
her
HESTER ANN x BAGGETT.
mark.

To authorize my wife,

his
DAVID x BAGGETT.
mark.
his
JACOB x NICHOLS.
mark.
WIDOW ELI ROYER.
BERRY COOLEY.

ROBERT DOUCET.
P. J. PAVY.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned not. pub. duly commissioned and qualified in and for the State and parish above written and
371 in the presence of the undersigned competent witnesses, personally appeared Robert Doucet, who being first duly sworn, deposes and says that the foregoing power of attorney was signed by the parties thereto in his presence and that of P. J. Pavy, the other subscribing witness, that the said parties acknowledged that they executed the said power of attorney as their own act and deed for the purposes and consideration therein expressed and that deponent signed the same together with the said P. J. Pavy at the request of said parties. That the parties thereto making their marks did so as they did not know how to write.

ROBERT DOUCET.

Witnesses:

JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25th Nov. A. D. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 638 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

372 No. 17586—Sarah Shuff, Wife of P. J. P. Guillory; Annie Louis Shuff, Wife of Treville Deshotels, and Melinda Shuff, Wife of Absolom Reed, to James R. Pavy. Power of Attorney and Conveyance of Land, Dated Oct. 23/1901; Authenticated Nov. 25/1901. B. H. Pavy, Not. Pub.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that we, Sarah Shuff, wife of Pierre Jean Pierre Guillory, Annie Louise Shuff, wife of Treville Deshotels, Melinda Shuff, wife of Absolom Reed, heirs at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, have this day nominated, constituted and appointed and by these presents do nominate, constitute and appoint James R. Pavy, a resident of St. Landry parish, La., our true and lawful agent and attorney in fact for us and in our name or in his name as agent, to demand claim sue for and recover section No. forty-seven (47), township nine (9) south range two (2) west La. mer., as well as any and all other lands to which we may be entitled as heirs at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divi*ed* said lands amicably or otherwise and in all cases where our said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to exe-
373 cute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful re-covery and conclusion.

And we further specially authorize and empower our said agent to compromise, adjust and settle our aforesaid claims, demands, and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for our best interest to relinquish or quit claim, exchange or barter our said rights and

claims in like manner with any and all persons whomsoever; to refer our said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises and we specially authorize our said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as we could do if personally present and acting for ourselves.

And we do hereby specially authorize our said agent to sell, and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by our said attorney in the execution and carrying out of these presents, we do hereby each for himself or herself agree to give, and do hereby
374 give, grant, assign, set over and deliver to our said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as we could do by a more formal transfer, it is understood, however, that our said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and passed in St. Landry parish, La., this 23rd day of Oct. 1901 in presence of Pierre J. Pavy and Robert Doucet, competent witnesses.

her
SARAH x GUILLORY.
mark.

To authorize my wife,

his
P. J. P. x GUILLORY.
mark.

her
ANNIE LOUISE x DESHOTELS.
mark.

her
MELINDA x REED.
mark.

To authorize my wife,

his
TREVILLE x DESHOTELS.
mark.

Witnesses:
P. J. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA,
Parish of St. Landry.

Before *em* the undersigned a notary public, duly commissioned and qualified in and for the State and parish above written and in
375 the presence of the undersigned competent witnesses, personally appeared Robert Doucet, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by the parties thereto by making their ordinary marks (they not knowing how to write) that same was signed in his presence and that of P. J. Pavy, the other subscribing witness thereto, that the said parties acknowledged that they executed the said power of attorney as their own act and deed and for the purposes and consideration therein expressed. And that deponent signed same as a witness together with J. P. Pavy at the request of said parties.

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25 Nov. A. D. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 635 and 636.

D. B. HAYES, D'y Clerk.

A true copy.

R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

376 No. 17578—James O'quin, John L. O'quin, Charles O'quin and Robert O'quin to James R. Pavy—Power of Attorney, Dated Oct. 19th, 1901; Authenticated Nov. 26, 1901. O. H. Terwilliger, Not. Pub.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that we, James O'quin, Wilson O'quin, John L. O'quin, Charles O'quin and Robert O'quin, residents of St. Landry parish, La., heirs at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, said Robert Oquin residing in Avoyelles parish, La., have this day nominated, constituted and appointed and by these presents do nominate, con-

stitute and appoint James R. Pavy, a resident of St. Landry parish, La., our true and lawful agent and attorney in fact for us and in our name or in his name as agent, to demand claim sue for and recover section No. forty-seven (47), township nine (9) south range two (2) west La. mer., as well as any and all other lands to which we may be entitled as heirs at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divied said lands amicably or otherwise and in all cases where our said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute,
377 sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful re-covery and conclusion.

And we further specially authorize and empower our said agent to compromise, adjust and settle our aforesaid claims, demands, and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for our best interest to relinquish or quit claim, exchange or barter our said rights and claims in like manner with any and all persons whomsoever; to refer our said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises and we specially authorize our said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as we could do if personally present and acting for ourselves.

And we do hereby specially authorize our said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by our said attorney in the execution and carrying out of these presents, we do hereby each for himself or herself agree to give, and do hereby
378 give, grant, assign, set over and deliver to our said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to

any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as we could do by a more formal transfer, it is understood, however, that our said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and passed at St. Landry parish, La., this 19th Oct. 1901 in presence of Stephen Deville and Pierre J. Pavy, competent witnesses.

J. L. O'QUIN.
R. S. O'QUIN.
C. G. O'QUIN.
his
JAMES x O'QUIN.
mark.

Witnesses:
P. J. PAVY.
STEPHEN DEVILLE.

STATE OF LOUISIANA, }
Parish of Acadia. }

Before me, the undersigned a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared Pierre J. Pavy, a resident of above parish and State, who being first duly sworn, deposes and says that the foregoing power of attorney was signed by the parties thereto in his presence and that of Stephen Deville the other subscribing witness; that
379 the said parties thereto acknowledged that they executed the said power of attorney as their own act and deed and for the purposes and consideration therein expressed. And that deponent signed the same as a witness together with the said Stephen Deville at the request of said parties. That one of said parties, namely, James O'quin signed by making his mark, not knowing how to write.

P. J. PAVY.

Witnesses:
R. T. CLARK.
WALTER T. McBRIDE.

Sworn to and subscribed before me, this 26 Nov. A. D. 1901.

O. H. TERWILLIGER, Not. Pub.

Filed Dec. 3rd, 1901 same day recorded in Conveyance Book "Y" at pages 622 & 623.

D. B. HAYES, D'y Clerk.

A true copy,

R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

380 No. 17592—Alice D. Nichols, Wife of H. Edmond Goldman, to James E. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 28/1901; Authenticated Nov. 25th, 1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA, }
Parish of Rapides. }

Know all men by these presents that Alice D. Nichols, wife of H. Edmond Coleman, heir at law of Anthony Corkran and Marguerite Watson, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint James R. Pavy of St. Landry parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section forty-seven (47) township No. nine (9) south range No. two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem
proper and to execute, sign and deliver all necessary
381 bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and

dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign and set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or
382 share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in Rapides parish, La. this 28th Oct. 1901 in the presence of the two undersigned competent witnesses.

her
A. D. x GOLDMAN.
mark.

To authorize my wife,

H. E. GOLDMAN.

Witnesses:
P. J. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in presence of the two undersigned competent witnesses, personally appeared Robert Doucet, who being first duly sworn, deposes and says that the foregoing power of attorney was signed by Alice D. Nichols and her husband, H. E. Goldman, in his presence and that of P. J. Pavy, the other subscribing witness thereto, that the said Alice D. Nichols and H. E. Goldman acknowledged that they executed the said power of attorney as their own act and deed and for the purposes and considerations therein expressed and that deponent signed the same as a witness together with the said P. J. Pavy at the request of the said parties and that said Alice D. Nichols
383 signed same by making her ordinary mark not knowing how to write.

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25th day of Nov. A. D. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd, 1901, same day recorded in Conveyance Book "Y" at pages —.

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902,
R. T. CLARK, Clerk.

384 No. 17597—Zachariah Glaze to James R. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 31st, 1901; Authenticated Nov. 25th, 1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA,
Parish of De Soto.

Know all men by these presents that I Zachariah Glaze of De Soto parish, La., heir at law of Anthony Corkran and Marguerite Watson, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint James R. Pavy of St. Landry parish, La., my true and law

ful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section forty-seven (47) township No. nine (9) south range No. two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for take or prosecute all appeals in all or any suits instituted by him as he may deem proper and to execute, sign and deliver all
385 necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge, advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign and set over and deliver to my said agent and attorney in fact, and authorize him to

retain and keep for himself, the one undivided half, part or
386 share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted of incurred in the recovery of said lands.

Done, read and signed in De Soto parish, La., this 31st Oct., 1901 in presence of the two undersigned competent witnesses.

his
ZACHARIAH x GLAZE.
mark.

Witnesses:
P. J. PAVY,
ROBERT DOUCET.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me the undersigned a notary public, duly commissioned and qualified in and for the State and parish above written and in presence of the two undersigned competent witnesses, personally appeared Robert Doucet, who being first duly sworn, deposes and says that the foregoing power of attorney was signed by Zachariah Glaze in his presence and that of P. J. Pavy, the other subscribing witness thereto, and that the said Zachariah Glaze acknowledged that he executed — as his own act and deed and for the purposes and consideration therein expressed and that deponent signed the same as a witness together with the said P. J. Pavy at the request of the said party and that said Zachariah Glaze signed same by making his ordinary mark, not knowing how to write.

ROBERT DOUCET.

387 Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25th day of Nov., A. D. 1901.

B. H. PAVY, Not. Pub.

Filed December 3rd, 1901, same day recorded in Conveyance Book " Y " at pages —.

D. B. HAYES, D'y Cl'k.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

388 No. 17576—Charles Lutz and James Chenier to James R. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 19th, 1901, and Authenticated Nov. 26th, 1901. O. H. Terwilliger, Not. Pub.

STATE OF LOUISIANA,
Parish of Avoyelles.

Know all men by these presents that Charles Lutz and James Chenier, residents of St. Landry parish, La., heirs at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint James R. Pavy of St. Landry parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section forty-seven (47) township No. nine (9) south range No. two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper and to ex-
389 ecute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said

agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign and set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or share
390 and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted of incurred in the recovery of said lands.

Done and signed on Bayou Bœuf, Avoyelles parish, La., this 19th Oct., 1901 in presence of Stephen Deville and P. J. Pavy.

his
CHARLES x LUTZ.
mark.
JAMES WEST CHENIER.

Witnesses:
P. J. PAVY.
STEPHEN DEVILLE.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared Pierre J. Pavy, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Charles Lutz and James West Checier in his presence and that of Stephen Deville, the other subscribing witness, that the said Charles Lutz and Jas. West Chenier acknowledged that they executed the said power of attorney as their own act and deed and for the purposes and consideration therein expressed, and that deponent signed the same as a witness together with the said Stephen Deville at the re-

quest of said parties. That said Charles Lutz signed by
391 making his ordinary mark, not knowing how to write.

P. J. PAVY.

Witnesses:
WALTER T. McBRIDE.

Sworn to and subscribed before me this 26th day Nov. 1901.

O. H. TERWILLIGER,
Notary Public.

Filed Dec. 3rd 1901—Same day recorded in Conveyance Book "Y" at pages —.

D. B. HAYES, D'y Cl'k.

A true copy,
R. T. CLARK, Clerk.

Filed June 25 / 1901.
R. T. CLARK, Clerk.

392 No. 17574—Wm. P. Glaze and Charles West to James R. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 19, 1901; Authenticated Nov. 26th / 1901. O. H. Terwilliger, Notary Public.

STATE OF LOUISIANA,
Parish of Avoyelles.

Know all men by these presents that we, William P. Glaze and Charles West, residents of St. Landry and Avoyelles parishes, La., heirs at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint James R. Pavy of St. Landry parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section forty-seven (47) township No. nine (9) south range No. two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all

or any suits instituted by him as he may deem proper and to
393 execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for my self.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign and set over and deliver to my said agent and attorney in fact, and authorize him to
retain and keep for himself, the one undivided half, part or
394 share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and passed in Avoyelles parish La. on Bayou Clare, this 19th day Oct., 1901 in presence of the two undersigned competent witnesses.

W. P. GLAZE.
CHARLES WEST.

Witnesses:
STEPHEN DEVILLE.
P. J. PAVY.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared Pierre J. Pavy, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Wm. P. Glaze and Charles West in his presence and that of Stephen Deville, the other subscribing witness, that the said Charles West and Wm. P. Glaze acknowledged that they executed the said power of attorney as their own act and deed and for the purpose and consideration therein expressed, and that deponent signed the same as a witness together with the said Stephen Deville at the request of said parties.

P. J. PAVY.

395 Witnesses:
WALTER McBRIDE.

Sworn to and subscribed before me this 26th day Nov. 1901.

O. H. TERWILLIGER,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages —.

D. B. HAYES, D'y Cl'k.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902,
R. T. CLARK, Clerk.

396 No. 17575—Charles Teal and Sarah Teal, Widow Eli Nash, to James R. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 19th, 1901; Authenticated Nov. 26th, 1901. O. H. Terwilliger, Notary Public.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that Charles Teal and Sarah Teal, widow Eli Nash, residents of St. Landry parish, La., heirs at law of Anthony Corkran and Marguerite Watson his wife, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint James H. Pavy of St. Landry parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to

demand, claim, sue for and recover section forty-seven (47) township No. nine (9) south range No. two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgement and execution all suits in any or all courts of this State or the United States, for the recovery of said lands to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper and to execute, sign and deliver all necessary bonds for such
397 appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign and set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half,
398 part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted,

and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted *of* incurred in the recovery of said lands.

Done and signed at Chicot, St. Landry parish, La., in presence of Stephen Deville and Pierre J. Pavy this 19th day of Oct. 1901. Charles Teal makes his mark not being able to see.

his
CHARLES x TEAL.
mark.
SARAH TEAL.

Witnesses:
STEPHEN DEVILLE.
P. J. PAVY.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared Pierre J. Pavy, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Charles Teal and Sarah Teal in his presence and that of Stephen Deville, the other subscribing witness, that the said Charles Teal and Sarah Teal acknowledged that they executed the said power of attorney as their own act and deed and for the purposes and consideration therein expressed, and that deponent signed the same as a witness together with the said Stephen Deville at the request of said parties. That said Charles Teal signed said power of attorney by making
399 his ordinary mark, not knowing how to write.

P. J PAVY.

Witnesses:
WALTER McBRIDE.

Sworn to and subscribed before me this 25th day Nov. 1901.
O. H. TERWILLIGER,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages —.

D. B. HAYES, D'y Cl'k.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

400 No. 17577—Otey S. Prosser to James R. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 19th, 1901. O. H. Terwilliger, Notary Public.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that — Otey S. Prosser, a resident of St. Landry parish, La., heir at law of Anthony Corkran and Maguerite Watson, his wife, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint James R. Pavy of St. Landry parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section forty-seven (47) township No. nine (9) south range No. two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased, and to possess and keep the same until disposed of as provided for in the- presents; to redeem the same from tax sale thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands to sue out all necessary conservatory, mense or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary
401 bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or local proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be

necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign and set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half,
402 part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed at Barbreck, St. Landry parish, La., this 19th Oct. 1901 in presence of Pierre J. Pavy and Stephen Deville, competent witnesses.

O. S. PROSSER.

Witnesses:
STEPHEN DEVILLE.
P. J. PAVY.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me the undersigned a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned witnesses, personally appeared Pierre J. Pavy, who being firsy duly sworn, deposes and says: That the foregoing power of attorney was signed by Otey S. Prosser in his presence and that of Stephen Deville, the other subscribing witness, that the said Otey S. Prosser acknowledged that *they* executed the said power of attorney as *their* own act and deed and for the purposes and consideration therein expressed, and that deponent signed the same as a witness together with the said Stephen Deville at the request of said parties.

P. J. PAVY.

403 Witnesses:
WALTER McBRIDE.

Sworn to and subscribed before me this 26th day Nov. 1901.

O. H. TERWILLIGER,
Notary Public.

Filed Dec. 3rd, 1901—same day recorded in Conveyance Book "Y" at pages —

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25 / 1902.
R. T. CLARK, Clerk.

404 STATE OF LOUISIANA, }
Parish of St. Landry. }

No. 17595—Wm. W. Hanchett and Robert McDaniel to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 31st, 1901; Ack'd Nov. 25", 1901. J. R. Pavy, Not. Public.

Know all men by these presents that Wm. W. Hanchett and Robert McDaniel, heirs at law of Anthony Corkran and Marguerite Watson, both deceased, residents of St. Landry parish, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Crowley, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven (47), township No. nine (9), south range two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to ir stitute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in all or any suits instituted by him as he may deem proper, and to execute,
405 sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to empl-y and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises, and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as *we* could do myself if personally present and acting for myself.

And I do specially hereby authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or share and interest in and to any and all lands which he may recover in
406 pursuance of the power herein granted, and a like part and share of any and all m oneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed on t-is 31st day of Oct. 1901 at the parish of St Landry in the presence of competent witnesses.

W. W. HANCHETT.
ROBERT McDANIEL.

Witnesses:
WM. BRIGGS.
C. W. MILLSPAUGH.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me, the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in

the presence of the undersigned competent witnesses, personally appeared C. William Millspaugh who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Wm. W. Hanchett & Rob't McDaniel in his presence and that of Wm. Briggs, the other subscribing witness, that the said Wm. W. Hanchett & Rob't McDaniel acknowledged that they executed the said power of attorney as their own act and deed and for the purposes and consideration therein expressed and that deponent signed the same as a witness together with the said Wm. Briggs at the request of said party.

C. W. MILLSPAUGH.

Witnesses:
J. M. GARLAND.
H. B. EDMOND.

407 Sworn to and subscribed before me this 25th day of Nov. A. D. 1901.

J. R. PAVY,
Notary Public.

Filed Dec. 3rd, 1901—same day recorded in Conveyance Book "Y" at pages —

D. B. HAYES, D'y Clerk.

A true copy.

R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

408 STATE OF LOUISIANA, }
Parish of St. Landry. }

No. 17591—Winsor S. Rowe to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 27/1901; Authenticated Nov. 25/1901. B. H. Pavy, Notary Public.

Know all men by these presents that Winsor S. Rowe of Melville, St. Landry parish, La., heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Crowley, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven (47), township No. nine (9), south range two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the

same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all
409 necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to empl-y and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises, and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as we could do myself if personally present and acting for myself.

And I do specially hereby authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or share and interest in and to any and all lands which he may recover in
410 pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, nota-

rial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed at Melville, La., on this 27th day of Oct. A. D. 1901.

W. S. ROWE.

Witnesses:
J. R. PAVY.
J. F. WARDEN.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared J. Raoul Pavy of St. Landry parish, La., who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by W. S. Rowe in his presence and that of J. F. Warden, the other subscribing witness, that the said W. S. Rowe acknowledged that they executed the said power of attorney as their own act and deed and for the purposes and consideration therein expressed and that deponent signed the same as a witness together with the said Warden at the request of said party.

J. R. PAVY.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

411 Sworn to and subscribed before me this 25th day of Nov. A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages —.

D. B. HAYES, D'y Clerk.

A true copy:
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

412 STATE OF LOUISIANA,
Parish of St. Landry.

No. 17564—Sarah Doucet, Wife of John P. Shaw, & Teresa Doucet to Pierre J. Pavy—Power of Attorney and Conveyance of Lands, Dated Oct. 17/1901; Authenticated Nov. 25/1901. B. H. Pavy, Not. Pub.

Know all men by these presents that Sarah Doucet, wd. Jno. Garraud & now wife of Jno. F. Shaw, Teresa Doucet, heirs at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, of Crowley, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven (47), township No. nine (9), south range two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in all or any suits instituted by him as he may deem proper,
413 and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to empl-y and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises, and I specially authorize my said agent and attor-

ney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as *we* could do myself if personally present and acting for myself.

And I do specially hereby authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or share and interest in and to any and all lands which he may recover in pursu-
414 ance of the powers herein granted, and alike part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed at Ville Platte, La., this 17th day of Oct., A. D. 1901.

SARAH DOUCET.

To authorize my wife

JOHN F. SHAW.

her
TERESA x DOUCET.
mark.

Witnesses:

J. R. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared J. R. Pavy, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by the parties thereto in his presence and that of Robert Doucet the other subscribing witness, that the said parties thereto acknowledged that they executed the said power of attorney as their own act and deed and for the purposes and consideration therein expressed and that de-

ponent signed the same as a witness together with the said Robert Doucet at the request of said party.

J. R. PAVY.

Witnesses:
H. D. LITTELL.
JAS. J. BAILEY.

415 Sworn to and subscribed before me this 25th day of Nov. A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages —.

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

416 STATE OF LOUISIANA, }
Parish of St. Landry. }

No. 17596—Doucoudrie Ledoux to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 31/1901; Authenticated Nov. 25/1901. B. H. Pavy, Notary Public.

Know all men by these presents that I, Ducoudrie Ledoux of St. Landry heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Crowley, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-sevne (47), township No. nine (9), south range two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory mesne or final process or processes, to

make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all
417 necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to empl-y and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises, and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as *we* could do myself if personally present and acting for myself.

And I do specially hereby authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or share and interest in and to any and all lands which he may recover in
418 pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed at Opelousas, La., on this 31st day of Oct. A. D. 1901 in presence of competent witnesses.

D. LEDOUX.

Witnesses:
ALFRED PAVY.
OGE GILBEAUX.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared Alfred Pavy who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Dalicourt Ledoux in his presence and that of Oge Gilbeaux, the other subscribing witness, that the said Dalicourt Ledoux acknowledged that they executed the said power of attorney as their own act and deed and for the purposes and consideration therein expressed and that deponent signed the same as a witness together with the said Oge Gilbeaux at the request of said party.

ALFRED PAVY.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

419 Sworn to and subscribed before me this 25th day of Nov. A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages —.

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

420 No. 17627—Elisha Attaway to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Oct. 27, 1901.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that Elisha Attaway a resident of St. Landry parish, La., heir at law of Anthony Corkran and Marguerite Watson, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Crowley, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven (47), township No. nine (9), south range two (2) west in Acadia parish, La., as well as any and all other lands to which I may be

entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all
421 necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to empl-y and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as *we* could do myself if personally present and acting for myself.

And I do specially hereby authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or share and interest in and to any and all lands which he may recover in
422 pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery with the aforesaid share and interest in said lands and

money in same manner and with same effect as I could do by a more formal transfer it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

In faith whereof the said appearer has hereto signed at Opelousas, La., in presence of the undersigned witnesses and notary this 27" Oct. 1901.

ELISHA ATTAWAY.

Witnesses:
JOHN F. SHAW.
ROBERT DOUCET.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me, the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared Robert Doucet, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Elisha Attaway in his presence and that of John F. Shaw the other subscribing witness, that the said Elisha Attaway acknowledged that they executed the said power of attorney as their own act and deed and for the purposes and consideration therein expressed and that deponent signed the same as a witness together with the said John F. Shaw at the request of said party.

——— ———.

Witnesses:
——— ———.
——— ———.

423 Sworn to and subscribed before me this 25th day of Nov. A. D. 1901.

——— ———,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages —.

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

424 No. 17583—Martin Doucet to P. J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 20th, 1901; Authenticated Nov. 25/1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA,
Parish of Calcasieu.

Know all men by these presents that Martin Doucet of Calcasieu parish, heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint P. J. Pavy of Crowley, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) forty-seven township (9) nine, south range (2) two west in Acadia parish as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary usual or proper as he may
425 judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like

virtue and effect as I could do myself if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted, and a like part and share
426 of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery with the aforesaid share and interest in said lands and money in the same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed at Kenner, Calcasieu parish, La., this 20th day of Oct. A. D. 1901.

MARTIN DOUCET.

Witnesses:
J. R. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Be it known that on this — day of Nov. A. D. 1901, before me, a notary public, duly commissioned and qualified for the above parish and State and in presence of the undersigned competent witnesses—personally came and appeared Robert Doucet, a resident of St. Landry parish, La., who after having been by me duly sworn, deposes and says: That he was present when the foregoing instrument of writing was signed by Martin Doucet, that he saw said Martin Doucet sign the same; that the said J. R. Pavy, the other witness thereto sign-same as a witness and that the deponent signed same himself as a witness and that all signatures thereto are true and genuine; that the said principal signed in presence of himself and said other witnesses. In faith whereof said deponent hereto signs on the day and date hereinabove written at my office in the town of Opelousas, La. in presence of the two undersigned competent
427 witnesses and me notary after due reading of the whole .

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25th day of November, A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, 1901.
Same day recorded in Conveyance Book " Y " at pages 630 & 631.

A true copy,
R. T. CLARK, Clerk.

Filed June 25 / 1902.
R. *R.* CLARK, Clerk.

428 STATE OF LOUISIANA, }
Parish of St. Landry. }

No. 17589—Jenny L. Rowe, Widow of R. C. Chapman, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 26 / 1901; Authenticated Nov. 25 1901. B. H. Pavy, Not. Pub.

Know all men by these presents that — Jenny Lyon Rowe, widow of Nathaniel Parks by first marriage and by second marriage, widow of R. C. Chapman this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint P. J. Pavy of Crowley, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) forty-seven township (9) nine, south range (2) two west in Acadia parish as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary usual
429 or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit-claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do myself if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, as-ign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery with the aforesaid share and interest in said lands and money in the same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed at Washington, La., on this 26th day of October, A. D. 1901.

J. L. CHAPMAN.

Witnesses:
J. R. PAVY.
C. W. MILLSPAUGH.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me the undersigned notary public, duly commissioned and qualified in and for the parish and State above written and in the

presence of the undersigned competent witnesses personally appeared J. R. Pavy of St. Landry parish La., who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Mrs. Jenny Chapman, *née* Rowe in his presence and that of C. W. Millspaugh, the other subscribing witness and that the said Mrs. Chapman acknowledged that she executed the same as her own act and deed for the purposes and consideration therein expressed, and that deponent and said Millspaugh signed the same as witnesses at the request of said party.

J. R. PAVY.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

431 Sworn to and subscribed before me this 25th day of November, A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, same day recorded in Conveyance Book "Y" at pages 640 & 641.

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

432 No. 17590—Bridget Rowe, Wife of William T. Long, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 27/1901; Authenticated Nov. 25/1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that I, Bridget Rowe, wife of Wm. T. Long of Melville, St. Landry parish, heirs at law of Anthony Corkran and Marguerite Watson, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint P. J. Pavy of Crowley, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) forty-seven township (9) nine, south range (2) two west in Acadia parish as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until dis-

posed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all
433 & 434 acts necessary usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do myself if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted, and a like part and share of any and
435 all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery with the aforesaid share and interest in said lands and money in the same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall

himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed at Melville in the parish of St. Landry on this 27th day of October, A. D. 1901.

BRIDGET M. LONG,
To authorize my wife, W. T. LONG.

Witnesses:
J. F. WARDEN.
J. R. PAVY.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me the undersigned notary public duly commissioned and qualified in and for the parish and State above written and in the presence of the undersigned competent witnesses, personally appeared Jas. Raoul Pavy, resident of above parish, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Bridget W. Rowe and her husband W. T. Long in his presence and that of J. F. Warden, the other subscribing witness and the said B. Row and her husband W. T. Long acknowledged that they executed the same as their own act and deed for the purposes and consideration therein expressed, and that deponent and said J. F. Warden signed the same as witnesses at the request of said party.

J. R. PAVY.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

436 Sworn to and subscribed before me this 25th day of November, A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, same day recorded in Conveyance Book "Y" at pages 641 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

437 No. 17584—Andrew J. Thompson to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 21, 1901; Authenticated Nov. 25, 1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that I, Andrew J. Thompson, of St. Landry parish, La., heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint P. J. Pavy of Crowley, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) forty-seven township (9) nine, south range (2) two west in Acadia parish as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the- presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary
usual or proper as he may judge advisable in all such suits
438 or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to

carry out the power herein granted in same manner and with like virtue and effect as I could do myself if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, as-ign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted, and a like part and share
439 of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery with the aforesaid share and interest in said lands and money in the same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed in the parish of St. Landry this 21st day of Oct. A. D. 1901.

A. J. THOMPSON.

Witnesses:
J. R. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me the undersigned notary public, duly commissioned and qualified in and for the parish and State above written and in the presence of the undersigned competent witnesses, personally appeared Robert Doucet of St. Landry parish, who being first duly sworn deposes and says: That the foregoing power of attorney was signed by Andrew J. Thompson in his presence and that of J. Raoul Pavy, the other subscribing witness and that the said Andrew J. Thompson acknowledged that he executed the same as his own act and deed for the purposes and consideration therein expressed, and that deponent and said J. Raoul Pavy signed the same as witnesses at the request of said party.

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

440 Sworn to and subscribed before me this 25th day of November, A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, same day recorded in Conveyance Book "Y" at pages 631 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

441 No. 17582—Louis Doucet to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 20th, 1901; Authenticated Nov. 26, 1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA, }
Parish of Calcasieu. }

Know all men by these presents that —— —— this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint P. J. Pavy of Crowley, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) forty-seven township (9) nine, south range (2) two west in Acadia parish as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, his wife, both deceased and to possess and keep the same until disposed of as provided for in the- presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all
442 acts necessary usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to

compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do myself if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted, and a like part and
443 share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery with the aforesaid share and interest in said lands and money in the same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed at Kenner, Calcasieu parish, La., this 20th day of October, A. D. 1901.

LOUIS DOUCET.

Witnesses:
J. R. PAVY.
MARTIN DOUCET.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me the undersigned notary public, duly commissioned and qualified in and for the parish and State above written and in the presence of the undersigned competent witnesses, personally appeared

J. Raoul Pavy of said parish and State, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Louis Doucet in his presence and that of Martin Doucet, the other subscribing witness and that the said Louis Doucet acknowledged that he executed the same as his own act and deed for the purposes and consideration therein expressed, and that deponent and said Martin Doucet signed the same as witnesses at the request of said party.

J. R. PAVY.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

444 Sworn to and subscribed before me this 25th day of November, A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, same day recorded in Conveyance Book "Y" at pages 628 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25 / 1902.
R. T. CLARK, Clerk.

445 STATE OF LOUISIANA, }
Parish of St. Landry. }

No. 17586—Laura Bundick, Wife of Isaac Reeves, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 18, 1901; Authenticated Nov. 25, 1901. B. H. Pavy, Not. Pub.

Know all men by these presents that Laura Bundick, wife of Isaac Reeves of Calcasieu parish, La., heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Acadia parish La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) forty-seven, township (9) nine, south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguetite Watson, both deceased and to possess and keep the same until disposed of as provided for in the- presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to

partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds
446 for such appeals and in general to do or perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign and set over and deliver to my said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may
447 recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other neces-

sary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed at Prairie Soileau, this 18th day of October A. D. 1901.

her
LAURA x REEVES.
mark.

To authorize my wife, ISAAC REEVES.

Witnesses:

ROBERT DOUCET.
J. R. PAVY.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared Robert Doucet who being first duly sworn, deposes and says that the foregoing power of attorney was signed by Laura Reeves and her husband, Isaac Reeves in his presence and that of J. R. Pavy, the other subscribing witness; that the said Laura Reeves and Isaac Reeves acknowledged that they executed the said power of attorney as their own act and deed for the purposes and consideration therein expressed and that deponent signed the same as a witness together with the said J. R. Pavy at the request of said Laura & Isaac Reeves and said Laura Reeves made her mark thereto and signed by making her said mark, she not knowing how to write.

448 ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY,
H. D. LITTELL.

Sworn to and subscribed before me this 25 Nov. A. D. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd, 1901 Same day recorded in Conveyance Book "Y" at pages 604 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy.

R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

449 STATE OF LOUISIANA, }
Parish of St. Landry. }

No. 17569—Emelia McDaniel, Widow Philip L. Fontenot, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 18, 1901; Authenticated Nov. 25, 1901. B. H. Pavy, Not. Pub.

Know all men by these presents that I, Emelia McDaniel, widow of Philip L. Fontenot, resident of above parish and State and heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Acadia parish La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) forty-seven, township (9) nine, south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased and to possess and keep the same until disposed of as provided for in the- presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary
450 bonds for such appeals and in general to do or perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and

perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do herby give, grant, assign and set over and deliver to my said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may re-
451 cover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorney's fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed at Pine Prairie this 18th day of Oct. 1901.

her
EMELIA x McDANIEL,
mark
Wd. P. L. Fontenot.

Witnesses:

ROBERT DOUCET.
J. R. PAVY.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared Robert Doucet who being first duly sworn, deposes and says that the foregoing power of attorney was signed by Emelia McDaniel wid. P. L. Fontenot in his presence and that of J. R. Pavy, the other subscribing witness; that the said Emelia McDaniel acknowledged that she executed the said power of attorney as her own act and deed for the purposes and consideration therein expressed and that deponent signed the same as a witness together with the said J. R. Pavy at the request of said party and that the said Emelia

McDaniel signed said power of attorney by making her mark, she not being able to sign on account of not having her glasses.

452 ROBERT DOUCET.

Witnesses:

JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25 Nov. A. D. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd, 1901. Same day recorded in Conveyance Book "Y" at pages 606 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy.

R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

453 No. 17603—Sarah Nighton, Widow of William C. Holt, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 18/1901; Authenticated Nov. 25/1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA, }
Parish of Rapides. }

Know all men by these presents that I, Sarah Nighton, wd. of Wm. H. Holt, a resident of Rapides parish, La., and heir at law of Anthony Corkran and Marguerite Watson, his wife both deceased this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, of Acadia parish, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) forty-seven, township (9) nine, south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all

courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute,
454 sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign and set over and deliver to my said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may recover in
455 pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in the parish of Rapides, on this 18th day of

Nov. A. D. 1901. The said Mrs. Sarah Nighton on account of infirmities signs by making her ordinary mark.

her
SARAH x NIGHTON,
mark.
Wid. Wm. Holt.

Witnesses:
S. D. HOLT.
J. R. PAVY.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me, the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared J. R. Pavy, a resident of St. Landry p'h, La., who being first duly sworn, deposes and says that the foregoing power of attorney was signed by Sarah Nighton wid. Wm. H. Holt in his presence and that of J. R. Pavy, the other subscribing witness; that the said Sarah Nighton, wid. Wm. H. Holt acknowledged that she executed the said power of attorney as her own act and deed for the purposes and consideration therein expressed and that deponent signed the same as a witness together with the said J. R. Pavy at the request of said Nighton. That said Sarah Nighton signed by making her mark, she not being able to write on account of her infirmities.

456 ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25 Nov. A. D. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd. 1901, same day recorded in Conveyance Book "Y" at pages 661 and 662.

D. B. HAYES, D'y Clerk.

A true copy.

R. T. CLARK, Clerk.

Filed June 25 / 1902.

R. T. CLARK, Clerk.

457 No. 17563—Sophia Doucet, Wife of Alexandre Deville, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, *and* Dated Oct. 16, 1901; Authenticated Nov. 25, 1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Know all men by these presents that I, Sophia Doucet, wife of Alexandre Deville, and heir at law of Anthony Corkran and Marguerite Watson, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Acadia parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) forty-seven, township (9) nine, south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and de-
458 liver all necessary bonds for such appeals and in general to do or perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be

necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign and set over and deliver to my said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may
459 recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed in Plaisance this 16th day of October, A. D. 1901, in presence of witnesses.

SOPHIA DOUCET.

To authorize my wife,

ALEXANDRE DEVILLE.

Witnesses:
J. R. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me, the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared J. R. Pavy who being first duly sworn, deposes and says that the foregoing power of attorney was signed by the parties thereto in his presence and that of Rob't Doucet, the other subscribing witness; that the said parties acknowledged that they executed the said power of attorney as their own act and deed for the purposes and consideration therein expressed and that deponent signed the same as a witness together with the said Doucet at the request of said parties.

460 J. R. PAVY.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25 Nov. A. D. 1901.
B. H. PAVY, Not. Pu.

Filed Dec. 3rd, 1901 Same day recorded in Conveyance Book "Y" at pages 595 *et seq.*
D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

461 No. 17610—Martin Vidrine, Octavie Vidrine, Wife of Emas Vidrine, & Ormeline Vidrine, Widow of Marcelin Ardoin, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 18th, 1901.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that Martin Vidrine, Octavie Vidrine, wife of Emas Vidrine and Ormeline Vidrine, widow Marcelin Ardoin, heirs at law of Anthony Corkran and Marguerite Watson, his wife, both deceased have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Acadia parish La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section (47) forty-seven, township (9) nine, south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to exe-
462 cute, sign and deliver all necessary bonds for such appeals and in general to do or perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and

dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign and set over and deliver to my said agent and attorney in fact and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may recover in
463 pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

his
MARTIN x VIDRINE.
mark.
her
OCTAVIE x VIDRINE.
mark.

I authorize my wife to sign

his
EMAS x VIDRINE.
mark.
her
ORMELINE x VIDRINE.
mark.

Witnesses signed at Grand Prairie on Oct. 18/1901.
C. DESHOTELS.
ROBERT DOUCET.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned, a notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses, personally appeared Robert Doucet, resident of St. Landry, who being first duly sworn, deposes and says that the foregoing power of attorney was signed by Martin, Octavie, Emas & Ormeline Vidrine in his presence and that of J. R. Pavy, the other subscribing witness; that the said parties acknowledged that they executed the said power of attorney as their own act and deed for the purposes and consideration therein expressed and that deponent signed the same as a witness together with the said O. H. Deshotels at the request of said parties. Said parties signed said power of attorney by making their marks not knowing how to write.

464 ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25 Nov. A. D. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 670 & 671.

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

465 No. 17580—Theodore Bundick to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 20/1901; Authenticated Nov. 25/1901. B. H. Pavy, Not. Pub.

STATE OF LOUISIANA,
Parish of Calcasieu.

Know all men by these presents that Theodore Bundick of Calcasieu parish, La., heir at law of Anthony Corkran and Marguerite Watson, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Crowley, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim, sue for and recover section No. 47 township No.

nine (9), south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises, and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper and to execute, sign
466 and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent — compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services rendered by my said attorney in the execution and carrying out of these presents I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may recover in pur-
467 suance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in

the premises. It being the intent to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed near Kenner, Calcasieu parish, this 20th day of Oct. A. D. 1901.

THEODORE BUNDICK.

Witnesses:
J. R. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned a notary public, duly commissioned and qualified in and for State and parish above written and in presence of the undersigned competent witnesses personally appeared Robert Doucet, a resident of St. Landry, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Theodore Bundick in his presence and that of J. R. Pavy, the other subscribing witness, that the said Theodore Bundick acknowledged that he executed the said power of attorney as his own act and deed and for the purpose and consideration therein expressed and that deponent signed the same as a witness together with the said J. R. Pavy at the request of the said

ROBERT DOUCET.

Witnesses:
H. D. LITTELL.
JAS. J. BAILEY.

468 Sworn to and subscribed before me this 25th day of November, A. D. 1901.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 625 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy.

R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

469 No. 17572—Louisa Cole, Wife of John J. Sinion, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 19/1901; Authenticated Nov. 25/1901. B. H. Pavy, Not. Pub.

STATE OF LOUISIANA,
Parish of Calcasieu.

Know all men by these presents that Louisa Cole, wife of Jno. J. Sinion of Calcasieu parish, La., heir at law of Anthony Corkran and Marguerite Watson, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Crowley, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim, sue for and recover section No. 47, township No. nine (9), south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises, and to apply for, take or prosecute all appeals, in all or any suits instituted by him as he may deem proper and to execute, sign and deliver
470 all necessary bonds for such appeals and in general to do and perform all acts necessary usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent—compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be

necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may recover
471 in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed in Calcasieu parish this 19th day of October, A. D. 1901.

LOUISA SIMON.

Witnesses:
J. R. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me the undersigned notary public, duly commissioned and qualified in and for the State and parish above written and in the presence of the undersigned competent witnesses personally appeared Robert Doucet, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Louisa Simon in his presence and that of J. R. Pavy, the other subscribing witness and that the said Louisa Simon acknowledged that she executed the same as her own act and deed for the purposes and consideration therein expressed, and that deponent and said J. R. Pavy signed the same as witnesses at the request of said Louisa Simon.

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

Sworn to and subscribed before me this 25th day of November, A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, same day recorded in Conveyance Book "Y" at pages 611 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

No. 17570—Marie Pauline Amel, Wife of James Guilloty, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 18/1901; Authenticated Nov. 25/1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that Marie Pauline Amel, widow of James Teal and now wife of James Guilloty, heir at law of Anthony Corkran and Marguerite Watson, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Crowley, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim, sue for and recover section No. 47, township No. nine (9), south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises, and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all

such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent — compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may re-
475 cover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, passed and signed near Ville Platte on this 18th day of Oct., A. D., 1901.

her
PAULINE x GUILLOTY.
mark.

To authorize my wife,

JAMES GUILLOTY.

Witnesses:
ROBERT DOUCET.
J. R. PAVY.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and State above written and in the presence of the undersigned competent witnesses, personally appeared Robert Doucet, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Pauline Guillory and her husband, James Guillory in his presence and that of J. R. Pavy, the other subscribing witness and that the said party acknowledged that she executed the same as her own act and deed for the purposes and consideration therein expressed, and that deponent and said J. R. Pavy signed the same as witnesses at the request of said parties and that the said Pauline Guillory declaring she could not write, signed by making her ordinary mark.

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

476 Sworn to and subscribed before me this 25th day of November, A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, same day recorded in Conveyance Book "Y" at pages 608 *et seq.*

D. B. HAYES, D'y Cl'k.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

477 No. 17567—Eliza M. Glaze, Wife of Frederick W. Letz, to Pierre J. Pavy—Power of Atorney and Conveyance of Land; Dated Oct. 18/1901; Authenticated Nov. 25/1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that Eliza M. Glaze, widow by first marriage of James Wooters and now wife of Frederick W. Letz, heir at law of Anthony Corkran and Marguerite Watson, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint

Pierre J. Pavy of Crowley, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim, sue for and recover section No. 47, township No. nine (9,) south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and de-
478 liver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent — compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and

interest in and to any and all lands which he may recover
479 in pursuance of the powers herein granted and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed near Chicot, parish of St. Landry, this 18 day of Oct. A. D. 1901.

E. M. LETZ.

Witnesses:
J. R. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me the undersigned, a notary public, duly commissioned and qualified in and for State and parish above written and in presence of the undersigned competent witnesses, personally appeared Robert Doucet, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Mrs. Eliza M. Glaze, wife of Frederick Letz in his presence and that of J. R. Pavy, the other subscribing witness, that the said Mrs. E. M. Glaze, wife of F. W. Letz acknowledged that she executed the said power of attorney as her own act and deed and for the purpose and consideration therein expressed and that deponent signed the same as a witness together with the said J. R. Pavy at the request of the said parties.

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

480 Sworn to and subscribed before me this 25" day of November, A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 602 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

481 Melinda Bundick, Widow of Clinton Shuff, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 20, 1901; Authenticated Nov. 25, 1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA, }
Parish of Calcasieu }

Know all men by these presents that Melinda Bundick widow of Clinton Shuff, heir at law of Anthony Corkran and Marguerite Watson, both deceased and a resident of Calcasieu parish, La., this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Crowley, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim, sue for and recover section No. 47, township No. nine (9), south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased, and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds
482 for such appeals and in general to do and perform all acts, necessary, usual or proper, as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent — compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my

said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do myself if personally present and acting for myself.

And do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may re-
483 cover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed at Calcasieu parish, La., this 20th day of Oct. A. D. 1901.

her
MELINDA x BUNDICK,
mark.
Wdw. Clinton Shuff.

Witnesses:
J. R. PAVY.
ROBERT DOUCET.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Before me, the undersigned, a notary public, duly commissioned and qualified in and for State and parish above written and in presence of the undersigned competent witnesses, personally appeared Robert Doucet, a resident of St. Landry, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Melinda Bundick wd. of Clinton Shuff in his presence and that of J. R. Pavy, the other subscribing witness, that the said Melinda Bundick, widow Clinton Shuff, acknowledged that she executed the said power of attorney as her own act and deed and for the purpose and consideration therein expressed and that deponent signed the same as a witness together with the said J. R. Pavy at the request

of the said Melinda Bundick, wd. Clinton Shuff, she not knowing how to write signed by making her ordinary mark.

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

484 Sworn to and subscribod before me this 25" day of November A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 627 and 628.

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

485 No. 17579—Laura Cole, Widow of Adam Chaumont, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 19, 1901; Authenticated Nov. 25, 1901. B. H. Pavy, Not. Pub.

STATE OF LOUISIANA, }
Parish of Calcasieu. }

Know all men by these presents that Laura Cole, widow of Adam Chaumont of Calcasieu parish, a- heir at law of Anthony Corkran and Marguerite Watson, both deceased, this day nominated, constituted and appointed and by these presents do- hereby nominate, constitute and appoint Pierre J. Pavy of Crowley, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. 47, township No. nine (9), south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson both deceased and to possess and keep the same until disposed of as provided for in the- presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in

the premises, and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper and to ex-
486 ecute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent—compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and in-
terest in and to any and all lands which he may recover in
487 pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed in Calcasieu parish this 19th day of Oct. A. D. 1901.

MRS. LAURA CHAUMONT.

Witnesses:
ROBERT DOUCET.
J. R. PAVY.

STATE OF LOUISIANA,
Parish of St. Landry.

Before me the undersigned, a notary public, duly commissioned and qualified in and for State and parish above written and in presence of the undersigned competent witnesses, personally appeared Robert Doucet of the above parish, who being first duly sworn, deposes and says: That the foregoing power of attorney was signed by Mrs. Laura Chaumont in his presence and that of J. R. Pavy, the other subscribing witness, that the said Mrs. Laura Chaumont acknowledged that she executed the said power of attorney as her own act and deed and for the purpose and consideration therein expressed, and that deponent signed the same as a witness together with the said J. R. Pavy at the request of the said Mrs. Laura Chaumont.

ROBERT DOUCET.

Witnesses:
JAS. J. BAILEY.
H. D. LITTELL.

488 Sworn to and subscribed before me this 25" day of November, A. D. 1901.

B. H. PAVY,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 624 & 625.

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

489 No. 17606—Elizabeth Reed, Wife of Henry Jones, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 20, 1901. S. H. Butler, Notary Public.

STATE OF LOUISIANA,
Parish of St. Landry.

Know al- men by these presents that I, Elizabeth Reed, wife of Henry Jones, residents of St. Landry parish La. heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, have, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Crowley, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim, sue for

and recover section No. 47, township No. nine (9), south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson both deceased and to possess and keep the same until disposed of as provided for in the- presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises, and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper and to execute, sign and de-
490 liver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent — compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may recover in pur-
491 suance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in

the premises. It being the intent to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in St. Landry parish, La., this 20th day of Nov. A. D. 1901 in presence of the two undersigned competent witnesses.

her
ELIZABETH REED x JONES.
mark.

I do authorize my wife to sign.
H. W. JONES.

Witnesses:
W. K. FAIRCLOTH.
W. S. ROWE.

SAMUEL H. BUTLER,
Notary Public.

Filed Dec. 3rd 1901—Same day recorded in Conveyance Book "Y" at pages 665 & 666.

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

492 No. 17612—Zachariah G. Forest to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 19, 1901.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Know all men by these presents that — Zachariah Forest of St. Landry parish, La., heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Crowley, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim, sue for and recover section No. 47, township No. nine (9), south range two (2) west as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson both deceased and to possess and keep the same until disposed of as provided for in the-

presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises, and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper and to
493 execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent—compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may recover in
494 pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall

himself pay all necessary expenses of abstracts surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed in St. Landry parish, La., on this 19th day of Oct. 1901 in presence of —— —— and Pierre J. Pavy, competent witnesses.

ZACK GLAZE FOREST.

Witnesses:
MONROE WOLFF.
STEPHEN DEVILLE.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 672 & 673.

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25 / 1902.
R. T. CLARK, Clerk.

495 No. 17566—Achille C. Vidrine to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 17, 1901. J. R. Pavy, Not. Pub.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that Achille C. Vidrine of St. Landry parish, La., heir at law of Anthony Corkran & Marguerite Watson, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, of Acadia parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven (47) township No. nine (9) south range two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to

make all necessary affidavits and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

496 And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises.

497 It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and signed at Grand Prairie this 17th day of October A. D. 1901, in presence of undersigned competent witnesses and notary public.

ACHILLE C. VIDRINE.

Witnesses:
L. A. DESHOTELS.
ROBERT DOUCET.

J. R. PAVY,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 601 & 602.

D. B. HAYES, D'y Clerk.

A true copy,

R. T. CLARK, Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

498 No. 17609—Henry E. Thompson to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 26th, 1901. H. H. Wilson, Not. Pub.

STATE OF TEXAS,
County of Montague.

Know all men by these presents that I, Henry Thompson, a resident of above county and State, heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Acadia parish, La. my true and lawful agent and attorney in fact for me and in — name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven (47) township No. nine (9) south range two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

499 And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbi

trators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable *to carry out the power herein* granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises.

It being the intent and purpose to vest him, on recovery, with
500 the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

This done and passed and signed this 26th day of Nov. A. D. 1901 in presence of the two undersigned male witnesses over the age of fourteen and the undersigned notary public.

H. E. THOMPSON.

Witnesses:
V. A. PARROTT.
S. KUYKENDALL.

W. H. WILSON.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 669 & 670.

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

501 No. 17565—Robert Doucet to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 17/1901. B. H. Pavy, Notary Public.

STATE OF LOUISIANA,
Parish of St. Landry.

Know all men by these presents that I, Robert Doucet, a resident of the parish of St. Landry and heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, of Acadia parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent to demand, claim, sue for and recover section No. forty-seven (47) township No. nine (9) south range two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

502 And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid, and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor. In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with
503 the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed at Opelousas, La., on this 17th day of October A. D. 1901 in presence of undersigned competent witnesses and me, notary.

ROBERT DOUCET.

Witnesses:
J. R. PAVY.
H. D. LITTELL.

B. H. PAVY, Not. Pub.

Filed Dec. 3rd 1901—Same day recorded in Conveyance Book "Y" at pages 599 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

504 No. 17605—Eliza Bundick, Wife of Wm. Abernethy to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 19/1901. E. S. Farris, Notary Public.

STATE OF TEXAS, }
County of Atascosa, }

Know all men by these presents that I, Eliza Bundick, wife of Wm. Abernethy, a resident of Atascosa Co. Texas and heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased,

herein aided, authorized & assisted by my said husband this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy of Acadia parish, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven (47) township No. nine (9) south range two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

505 And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share

and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him on recovery, with
506 the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed at Pleasanton, Texas on the 19th of Nov. A. D. 1901 in the presence of the undersigned competent witnesses and me, notary public.

ELIZA G. ABERNETHY.

I authorize my wife to sign,

WM. M. ABERNETHY.

Witnesses:
P. J. GANGER.
R. A. WHITE.

Notary sign E. S. FARRIS,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 663 *et seq.*

D. B. HAYES, D'y Clerk.

A true copy:
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

507 No. 17607—Emma Massey, Wife of Samuel G. Payne, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 25/1901. H. W. Vinson, Notary Public.

STATE OF TEXAS, }
County of Polk. }

Know all men by these presents that I, Emma Massey, wife of Samuel G. Payne, a resident of Polk Co., Texas, an heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, herein aided, authorized and assisted by my said husband, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, of Acadia parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section

No. forty-seven (47) township No. nine (9) south range two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said Anthony Corkran and Marguerite Watson, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

508 And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give, and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself, the one undivided half, part or share and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It

being the intent and purpose to vest him, on recovery, with
509 the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and passed at Polk Co., Texas on this 25th day of Nov. A. D. 1901, in the presence of the undersigned competent witnesses and me, notary, after reading the whole.

her
EMMA x PAYNE.
mark.

I authorize my wife to sign,

SAMUEL G. PAYNE.

Witnesses:
HIRAM ——.
PIERCE PAYNE.

H. W. VINSON,
J. P. and *Ex-officio* Notary Public, Polk Co., Texas.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" ay pages 666 and 667.

D. B. HAYES, D'y Clerk.

A true copy:
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

510 No. 17608—Joseph Cropper to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Nov. 25th, 1901. H. D. McBride, Notary Public.

STATE OF LOUISIANA, }
Parish of Acadia. }

Know all men by these presents that I, Joseph Cropper, a resident of Acadia parish, La., heir at law of Anthony Corkran and Marguerite Watson his wife, both deceased have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, of Acadia parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven (47) township No. nine (9) south range two (2) west in Acadia parish, La., as well as any and all other lands to which I may be entitled as heir at law of the said

Anthony Corkran and Marguerite Watson, both deceased and to possess and keep the same until disposed of as provided for in the presents; to redeem the same from tax sales made thereof and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where my said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States, for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

511 And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present and acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to my said agent and attorney in fact, and authorize him to retain and keep for himself the one undivided half, part or share and interest in and to any and all lands, which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the

512 aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts surveys, notarial deeds, attorneys' fees and all other necessary expenses required

to carry out the powers herein granted or incurred in the recovery of said lands.

This done and passed and signed at Church Point, La., this 25th day of Nov. A. D. 1901 in the presence of the two undersigned competent male witnesses over the age of fourteen and the undersigned notary public.

his
JOSEPH x CROPPER.
mark.

Witnesses:
E. A. HANEY.
ABNER HIGGINBOTHAM.

H. D. McBRIDE,
Notary Public.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 667 and 668.

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

513 No. 17616—Lucinda Nichols, Wife of J. Wm. McCleod, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 27", 1901.

STATE OF LOUISIANA, }
Parish of Calcasieu. }

Know all men by these presents that I, Lucinda Nichols, wife of Wm. McCleod, a resident of Calcasieu parish, La., heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven, township nine (9) south range two west as well as any and all other lands to which I may be entitled as heir at law of Anthony Corkran and Marguerite Watson his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where said agent may deem proper and necessary, he is hereby

specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or of the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in any or all suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or
514 proper as he may judge advisable in all such suits or legal proceedings *and* to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the consideration received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to said agent and attorney in fact and authorize him to retain and keep for himself, the one undivided half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the
515 aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in Calcasieu parish, La., this 27″ day of

October, 1901 in presence of the two undersigned competent witnesses.

LUCINDA McCLEOD.

To authorize my wife,

J. W. McCLEOD.

Witnesses:
C. F. JONES.
J. W. McCLEOD.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 667, 668.

D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

516 No. 17615—Sarah Jane Reed, Wife of Leroy McNicholl to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 26, 1901.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Know all men by these presents that I, Sarah Jane Reed, wife of Leroy McNicholls, a resident of St. Landry parish, La., and heirs at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven, township nine (9) south range two west as well as any and all other lands to which I may be entitled as heir at law of Anthony Corkran and Marguerite Watson his wife, both deceased and to possess and keep he same until disposed of as provided for in these presents; to redeemt the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or of the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds

for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such
517 suits or legal proceedings *and* to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the considerations received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to said agent and attorney in fact and authorize him to retain and keep for himself, the one undivided half part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recov-
518 ery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed at Washington, La., this 26th day of October, A. D. 1901 (nineteen hundred and one) in presence of competent witnesses.

SARAH McNICHOLL.

To authorize my wife,

LEROY McNICHOLL.

Witnesses:
L. A. QUIRK.
LEON LASTRAPES.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 676 and 677.

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25th / 1902.
R. T. CLARK, Clerk.

519 No. 17614—Martha Rees, Wife of Jacob M. Cole, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 24, 1901.

STATE OF LOUISIANA, }
Parish of Calcasieu. }

Know all men by these presents that I, Martha Rees, widow John Corkran, now wife of Jacob M. Cole, a resident of Calcasieu parish, La., heir at law of Anthony Corkran and Marguerite Watson, both deceased, have this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven, township nine (9) south range two west as well as any and all other lands to which I may be entitled as heir at law of Anthony Corkran and Marguerite Watson his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or of the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in any or all suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or
520 proper as he may judge advisable in all such suits or legal proceedings *and* to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to

relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the consideration received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to said agent and attorney in fact and authorize him to retain and keep for himself, the one undivided half part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the afore-
521 said share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in Calcasieu parish, La., this 24th day of Oct. 1901 in presence of the two undersigned competent witnesses.

M. I. COLE.

To authorize my wife.

J. S. COLE.

Witnesses:
J. S. COLE.
JAMES LEBLANC.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" in pages 675 & 676.

D. B. HAYES, D'y Clerk.

A true copy
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

522 STATE OF TEXAS, }
County of Tyler. }

No. 17604—Margaret Nichols, widow Mathew M. Massey, to Pierre J. Pavy—Power of Attorney and Conveyauce of Land, Dated Nov. 18, 1901. P. Cole, *ex-Officio* Notary Public.

Know all men by these presents that I, Margaret Nichols, widow of Mathew M. Massey, a resident of Tyler county, Texas, an heir at law of Anthony Corkran and Marguerite Watson, his wife, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La. my true and lawful agent and attorney in faat for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven, township nine (9) south range two west as well as any and all other lands to which I may be entitled as heir at law of Anthony Corkran and Marguerite Watson his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof, and to aecept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or of the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in any or all suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may judge advisable
523 in all such suits or legal proceedings *and* to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be neces-

sary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the consideration received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to said agent and attorney in fact and authorize him to retain and keep for himself, the one undivided half part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted and a like part and share of any and all moneys or considerations recovered in the premises. It being
524 the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done and passed at Tyler county, Texas on this 18th day of Nov. A. D. 1901 in the presence of the undersigned competent witnesses and me, notary, after reading of the whole.

her
MARGARET N. x MASSEY.
mark.

Witnesses:
E. A. HANSELL.
W. M. MASSEY.

P. COLE,
Justice of the Peace and *Ex-officio* Notary Public
in and for Tyler Co., Texas.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" in pages 662 & 663.

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

525 No. 17613—Rachel Chandler, Wife of Wm. Myers, to Pierre J. Pavy—Power of Attorney and Conveyance of Land, Dated Oct. 21st, 1901.

STATE OF LOUISIANA, }
Parish of Calcasieu. }

Know all men by these presents that I, Rachel Chandler, wife of Wm. Myers of Calcasieu parish, La., heir at law of Anthony Corkran and Marguerite Watson, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La., my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven, township nine (9) south range two west as well as any and all other lands to which I may be entitled as heir at law of Anthony Corkran and Marguerite Watson his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or of the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in any or all suits instituted by him as he may deem proper and to execute, sign and deliver all necessary
bonds for such appeals and in general to do and perform all
526 acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings and to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be nec-

essary or proper or which he may deem advisable to carry out the power herein granted in same manner and with like virtue and effect as I could do if personally present acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the consideration received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to said agent and attorney in fact and authorize him to retain and keep for himself, the one undivided half part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

527

Done and signed in Calcasieu parish, La., on this 21st day of October, A. D. 1901.

(Wife sign here:) RACHEL MYERS.

To authorize my wife,

(Husband sign here:) WILLIAM MYERS.

Witnesses:

A. HAMPTON.

J. C. CHANDLER.

Filed Dec. 3rd, 1901 Same day recorded on Conveyance Book "Y" at pages 673 & 674.

D. B. HAYES, D'y Clerk.

A true copy.

R. T. CLARK, Clerk.

Filed June 25 / 1902.

R. T. CLARK, Clerk.

528 No. 17611—Eli Nicholls to Pierre J. Pavy—Power of Attorney and Conveyance of Land. Dated Oct. 18/1901.

STATE OF LOUISIANA,
Parish of Calcasieu.

Know all men by these presents that I, Eli Nichols, a resident of Calcasieu parish, La., heir at law of Anthony Corkran and Marguerite Watson, both deceased, this day nominated, constituted and appointed and by these presents do hereby nominate, constitute and appoint Pierre J. Pavy, a resident of Acadia parish, La. my true and lawful agent and attorney in fact for me and in my name or in his name as agent, to demand, claim, sue for and recover section No. forty-seven, township nine (9) south range two west as well as any and all other lands to which I may be entitled as heir at law of Anthony Corkran and Marguerite Watson his wife, both deceased and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law; to partition and divide said lands amicably or otherwise and in all cases where said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or of the United States for the recovery of said lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals, in any or all suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals and in general to do and perform all acts necessary, usual or proper as he may
529 judge advisable in all such suits or legal proceedings and to carry on to final or successful recovery and conclusion.

And I further specially authorize and empower my said agent to compromise, adjust and settle my aforesaid claims, demands and dues in any of said lands in such manner as he may deem advisable and on such terms as he may consider for my best interests, to relinquish or quit claim, exchange or barter my said rights and claims in like manner, with any and all persons whomsoever; to refer my said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings, which he may deem advisable and proper in the premises; and I specially authorize my said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out

the power herein granted in same manner and with like virtue and effect as I could do if personally present acting for myself.

And I do hereby specially authorize my said agent to sell and convey any or all lands recovered by him as aforesaid and to execute, sign and deliver good and sufficient deed or deeds therefor, and to receive and receipt for the consideration received therefor.

In consideration of the services to be rendered by my said attorney in the execution and carrying out of these presents, I do hereby agree to give and do hereby give, grant, assign, set over and deliver to said agent and attorney in fact and authorize him to retain and keep for himself, the one undivided half part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him, on recovery, with the afore-
530 said share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

Done, read and signed in Calcasieu parish, La., this 18th Oct., 1901 in presence of the two undersigned competent witnesses.

ELI NICHOLS.

Witnesses:
W. M. BAGGETT.
A. B. JACKSON.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" in pages 671 & 672.

D. B. HAYES, D'y Clerk.

A true copy,
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

531 Power of Attorney from Heirs of Anthony Corkran to W. W. Duson, Marked "Ex. Y."

No. 17584—Power of Attorney from Heirs of Anthony Corkran to William W. Duson. O. H. Terwilliger, Notary Public.

STATE OF LOUISIANA, }
Parish of St. Landry. }

Know all men by these presents that we, Sarah Jane McDaniel, wife of Gilbert Baillio, McIntyre M. West, Martin Van Buren West, Rachel West, wife of Warren Eliott, Andrew West, Letha N. West,

wife of W. A. Goodwin, Carrie E. Lutz, wife of Jackson Lewis, the said Jackson Lewis, Frederick L. Lutz, Aliene Emilie Lutz, wife of Marshal West, James Z. West and Florence Ophelia Lutz, the heirs and legal representatives of Anthony Corkran, deceased, have this day nominated, constituted and appointed and by these presents do make, constitute and appoint William W. Duson of Acadi parish, Louisiana, our special agent and attorney in fact to recover for us and in our names or in his name as agent, all our rights, title, interests, claims, demands and dues, howsoever acquired or derived in and to all, any and all lands situated in the parishes of St. Landry and Acadia and elsewhere in the State of Louisiana and to demand, sue for and recover the same, and to possess and keep the same until disposed of as provided for in these presents; to redeem the same from tax sales made thereof, and to accept such redemption sales, to pay taxes on said lands and to assess the same as provided by law, to partition and divide said lands, amicably or otherwise; and in all cases where our said agent may deem proper and necessary, he is hereby specially authorized to institute and carry on to final judgment and execution all suits in any or all courts of this State or of the United States for the recovery of said
532 lands, to sue out all necessary conservatory, mesne or final process or processes, to make all necessary affidavits and to execute, sign and deliver all necessary legal or security bonds in the premises and to apply for, take or prosecute all appeals in all or any suits instituted by him as he may deem proper, and to execute, sign and deliver all necessary bonds for such appeals, and in general to do and perform all acts necessary, usual or proper as he may judge advisable in all such suits or legal proceedings to carry on to final or successful recovery and conclusion.

And we further specially authorize and empower our said agent to compromise, adjust and settle our aforesaid rights, claims, demands and dues in and to all or any of said lands in such manner as he may deem advisable and on such terms as he may consider for our best interests, to relinquish or quit claim, exchange or barter our rights and claims in like manner, with any and all persons whatsoever; to refer our said rights, claims and demands to arbitrators or amicable compromises and to enter into and execute all necessary written agreements for that purpose, that may be legally required or which may be necessary; to employ and contract with attorneys at law to carry on any and all legal proceedings which he may deem advisable and proper in the premises; and we specially authorize our said agent and attorney to do and perform all such acts and things as may be necessary or proper or which he may deem advisable to carry out the powers herein granted in same manner and with like virtue and effect as we could do ourselves if personally present and acting for ourselves.

In consideration of the services to be rendered by our said attorney in the execution and carrying out of these presents, we do

hereby each for himself and herself agree to give and do
533 hereby give, grant, assign, set over and deliver to our said agent and attorney and authorize him to retain and keep for himself, the one undivided half part, share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted and a like part and share of all moneys recovered in the premises; it being our intent and purpose by these presents to vest him with the aforesaid share and interest in said lands and money, in same manner and with same effect as we could do by a more formal transfer, it is understood, however, that our said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorneys' fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands.

In testimony whereof we have hereunto set our hands, this 15" day of April, 1891. Erasure of the words "in the premises and we specially" on third page approved before signing.

(Original signed) SARAH JANE BAILLIO.

Witnesses:
GUS E. FONTENOT.
A. R. FONTENOT.

I authorize my wife to sign,
G. BAILLIO.
WM. CLARK.

his
M. M. x WEST.
mark.

GUS. E. FONTENOT.

his
V. B. x WEST.
mark.

WM. CLARK.
JOHN DANAHAY.

her
RACHEL x ELLIOTT.
mark.

GUS. E. FONTENOT.

I authorize my wife to sign

his
WARREN x ELLIOTT.
mark.

his
534 ANDREW x WEST.
mark.

GUS. E. FONT. NOT.

her
LETHA N. x GOODWIN.
mark.

GUS. E. FONTENOT.

I authorize my wife to sign,

W. A. GOODWIN.
C. E. LEWIS.
his
JACKSON x LEWIS,
mark.

For *Him*self and to Authorize My Wife.

GUS E. FONTENOT.

his
FREDERICK N. x LUTZ.
mark.
his
AILENE EMELIA x LUTZ.
mark.

I authorize my wife to sign,

his
MARSHAL x WEST.
mark.

GUS E. FONTENOT.

JAMES Z. WEST.

GUS E. FONTENOT.

her
FLORENCE OPHELIA x LUTZ.
mark.

JAMES Z. WEST.

STATE OF LOUISIANA,
Parish of St. Landry.

Be it known that in this day before me, the undersigned authority, personally came and appeared Sarah Jane Baillio, wife of Gilbert Baillio, McIntyre M. West, Martin Van Buren West, Rachel West, wife of Warren Elliott, Letha N. West, wife of W. A. Goodwin, Carrie E. Lutz, wife of Jackson Lewis and the said Jackson Lewis, Frederick L. Lutz, Aliene Emelia Lutz, wife of Marshal West, James Z. West and Florence Ophelia Lutz, to me known to be the parties whose names are subscribed to the foregoing instru-
535 ment and who subscribed the same before the above named and subscribing witnesses respectively, who declared to me that they subscribed the same for the consideration and purpose therein expressed.

In witness whereof I have hereunto affixed my notarial seal and set my name this 16″ day of April, A. D. 1891 in presence of Paul J. Lefebre and Joseph J. Cain, subscribing witnesses.

O. H. TERWILLIGER,
Notary Public.

Witnesses:
J. L. CAIN.
P. J. LEFEBRE.

Filed Dec. 3rd, 1901—Same day recorded in Conveyance Book "Y" at pages 501 and 502.
(S'g'd) D. B. HAYES, D'y Clerk.

A true copy.
R. T. CLARK, Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

536 For Plaintiff.

Act of Ratification and Confirmation of Mrs. Ormeline Vidrine, Ex. "Z," Marked "A 37."

STATE OF LOUISIANA,
Parish of St. Landry.

Be it known, that on this — day of —— A. D. 190– before me, the undersigned notary public, duly commissioned and qualified to act in and for the above parish and State, and in presence of the undersigned competent witnesses, personally came and appeared Ormeline Vidrine, surviving wife of Marcelin Ardoin, dec'd, residents of the above parish and State, who declared that, whereas on the 18th day of October, A. D. 1901, by act before O. H. Deshotels and Robert Doucet, witnesses, she nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La. her true and lawful agent and attorney in fact for the uses, purposes and considerations set forth in said act; now, therefore she does by this authentic act ratify and confirm the aforesaid power of attorney in all its parts. Husband joins herein and authorizes his wife.

In faith whereof, appearer hereto signs at my office, in the above parish and State on the day and date first herein written before the undersigned competent witnesses, and me, notary, after due reading.

her
ORMELINE x VIDRINE.
mark.

To authorize my wife.

—— ——.

Witnesses:
L. A. DESHOTELS.
JULES DESHOTELS.

MOISE LAFLEUR,
Notary Public.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

537 Act of Ratification and Confirmation of Martin Vidrine, Ex. "AA," Marked "A 38."

STATE OF LOUISIANA,
Parish of St. Landry.

Be it known, that on this 21st day of June, A. D. 1902, before me, the undersigned notary public, duly commissioned and qualified to act in and for the above parish and State, and in presence of the undersigned competent witnesses, personally came and appeared Martin Vidrine, a resident of the above parish and State, who declared that, whereas on the 18" day of October A. D. 1901, by act before O. H. Deshotels and Robert Doucet witnesses, he nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La., his true and lawful agent and attorney in fact for the uses, purposes and considerations set forth in said act; now, therefore, he does by this authentic act ratify and confirm the aforesaid power of attorney in all its parts.

In faith whereof, appearer hereto signs at my office in the above parish and State, on the day and date first herein written before the undersigned competent witnesses, and me, notary after due reading.

his
MARTIN x VIDRINE
mark.

Witnesses:
L. A. DESHOTELS.
JULES DESHOTELS.

MOISE LAFLEUR,
Notary Public.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Act of Ratification and Confirmation of Mrs. Rachel Meyers, Ex. "BB," Marked "A 39."

538 STATE OF LOUISIANA,
Parish of St. Landry.

Be it known, that on this 18th day of January A. D. 1902, before me, the undersigned notary public, duly commissioned and qualified to act in and for the *the* above parish and State, and in presence of the undersigned competent witnesses, personally came and appeared Rachel Chandler, wife of Wm. Myers, authorized by her said husband, — whereas, on the 21st day of October A. D. 1901, by act before H. Hampton and J. C. Chandler, witnesses, she nominated,

constituted and appointed Pierre J. Pavy of Acadia parish, La. her true and lawful agent and attorney in fact for the uses, purposes and considerations set forth in said act; now, therefore, she does by this authentic act, ratify and confirm the aforesaid power of attorney in all its parts.

In faith whereof, appearer hereto signs at my office in the above parish and State on the day and date first herein written before the undersigned competent witnesses, and me, notary after due reading.

RACHEL MYERS.

To authorize my wife,

WM. MYERS.

Witnesses:
LOUIS DOUCET.
J. A. COLE.

H. A. KEYS,
Notary Public.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Act of Ratification and Confirmation of Zach. Glaze Foret, Ex. "CC," Marked "A 40."

STATE OF LOUISIANA, }
St. Landry Parish. }

Be it known, that on this 21st day of June, A. D. 1902, before me, the undersigned notary public, duly commissioned and
539 qualified to act in and for the above parish and State, and in presence of the undersigned competent witnesses, personally came and appeared Zachariah G. Foret, a resident of the above parish and State, who declared that, whereas on the 19th day of October, A. D. 1901, by act before Monroe Wolff and Stephen Deville, witnesses, he nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La., his true and lawful agent and attorney in fact for the uses, purposes and considerations set forth in said act; now, therefore, he does by this authentic act ratify and confirm the aforesaid power of attorney in all its parts.

In faith whereof, appearer hereto signs at my office, in the above parish and State, on the day and date first herein written before the undersigned competent witnesses, and me notary, after due reading.

ZACK GLAZE FOREST.

Witnesses:
MONROE WOLFF.
J. P. SANDEFUR.

ELI CLARK,
Notary Public.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Act of Ratification and Confirmation of Mrs. Sarah Jane Reed, Ex "DD," Marked "A 41."

STATE OF LOUISIANA,
Parish of St. Landry.

Be it known, that on this 19th day of June A. D. 1902 before me the undersigned notary public, duly commissioned and qualified to act in and for the above parish and State, and in presence of the undersigned competent witnesses, personally came and appeared Sarah Jane Reed, wife Leroy McNicholl, authorized by her
540 said husband, residents of the above parish and State, who declared that, whereas, on the 26th day of October A. D. 1901 by act before L. A. W. Quirk and Leon Lastrapes, witnesses, she nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La. her true and lawful agent and attorney in fact for the uses, purposes and considerations set forth in said act; now, therefore, she does by this authentic act ratify and confirm the aforesaid power of attorney in all its parts.

In faith whereof, appearer hereto signs at my office, in the above parish and State, on the day and date first herein written before the undersigned competent witnesses, and me, notary, after due reading.

SARAH JANE REED,
Wife of Leroy McNicholl.

To authorize my wife,

LEROY McNICHOLL.

Witnesses:
L. A. W. QUIRK.
LEON LASTRAPES.

S. DERBES, Notary Public.

Washington, June 19th, 1902.

Filed June 25/1902.
R. T. CLARK, Clerk.

For plaintiff..

Act of Ratification and Confirmation of Kimber L. Vincent, Ex. "EE," Marked "A 42."

STATE OF LOUISIANA,
Calcasieu Parish.

Be it known, that on this 22nd day of January, A. D. 1902, before me, the undersigned notary public, duly commissioned and qualified to act in and for the above parish and State, and in presence of

the undersigned competent witnesses, personally came and appeared Kimber L. Vincent, a resident of the above parish and State, who declared that, whereas, on the 31" day of October, A. D. 1901, by act before W. J. Cooley and James Le Blanc, witnesses, he
541 nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La., his true and lawful agent and attorney in fact, for the uses, purposes and considerations set forth in said act; now, therefore, he does by this authentic act ratify and confirm the aforesaid power of attorney in all its parts.

In faith whereof, appearer hereto signs at my office, in the above parish and State on the day and date first herein written before the undersigned competent witnesses, and me, notary, after due reading.

his
KIMBER L. x VINCENT.
mark.

Witnesses:
J. A. BAILEY.
A. M. COOLEY.

HENRY E. HALL,
Notary Public.

Filed June 25/1902,
R. T. CLARK, Clerk.

For Plaintiff.

Act of Ratification and Confirmation of Martin W. Bundick, Ex. "FF," Marked "A 43."

STATE OF TEXAS, }
Guadaloupe Co. }

Be it known, that on this — day of ——, A. D. 190–, before me, the undersigned notary public, duly commissioned and qualified to act in and for the above county and State, and in the presence of the undersigned competent witnesses, personally came and appeared Martin W. Bundick, a resident of the above county and State, who declared that, whereas, on the second day of November, A. D. 1901, by act before Joe Canion and H. Bundick and M. Bundick, witnesses, he nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La. his true and lawful agent and attorney in fact for the uses, purposes and considerations set forth in said
542 act; now, therefore, he does by this authentic act ratify and confirm the aforesaid power of attorney in all its parts. Appearer declared that in above act he appears as residing in Gonzales county, that in fact he resides in Guadaloupe county.

In faith whereof, appearer hereto signs at my office, in the above

county and State, on the day and date first herein written before the undersigned competent witnesses, and me, notary, after due reading.

MARTIN W. BUNDICK.

Witnesses:
HENRY FOURES, JR.
J. T. CAMPBELL.

J. T. CAMPBELL,
Clerk District Court, Guadaloupe County, Texas.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Act of Ratification and Confirmation of W. B. Canion, "Ex. GG," Marked "A 44."

STATE OF TEXAS, }
Gonzales County. }

Be it known, that on this 21st day of February A. D. 1902 before me, the undersigned notary public, duly commissioned and qualified to act in and for the above county and State, and in the presence of the undersigned competent witnesses, personally came and appeared Wilbur B. Canion, a resident of the above county and State, who declared that, whereas, on the 3rd day of November A. D. 1901, by act before Joe Canion and H. Bundick and M. Bundick, witnesses, he nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La. his true and lawful agent and attorney in fact for
543 the uses, purposes and considerations set forth in said act;
Now, therefore, he does by this authentic act ratify and confirm the aforesaid power of attorney in all its parts.

In faith whereof, appearer hereto signs at my office, in the above county and State on the day and date first herein written before the undersigned competent witnesses and me, notary, after due reading.

W. B. CANION.

Witnesses:
JOE FRIDAY.
WILLIE BILLINGS.

E. K. SMITH,
Notary Public.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Act of Ratification and Confirmation of Jessie J. Brantley, "Ex. HH," Marked "A 45."

STATE OF TEXAS,
Gonzales County.

Be it known, that on this 21st day of February A. D. 1902 before me, the undersigned notary public, duly commissioned and qualified to act in and for the above county and State, and in presence of the undersigned competent witnesses, personally came and appeared Jessie Canion, wife of Thomas J. Brantley, authorized by her husband, residents of the above county and State, who declared that, whereas, on the second day of November, A. D. 1901 by act before Joe Canion and H. Bundick and M. Bundick, witnesses, she nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La., his true and lawful agent and attorney in fact for the uses, purposes and considerations set forth in said act. Now, therefore,
544 she does by this authentic act ratify and confirm the aforesaid power of attorney in all its parts.

In faith whereof, appearer hereto signs at my office, in the above county and State, on the day and date first herein written before the undersigned competent witnesses, and me, notary, after due reading.

JESSIE J. BRANTLEY.

To authorize my wife,

T. J. BRANTLEY.

Witnesses:
CHARLIE HATTENBACK.
CREED ANDERSON.

J. M. BOCKINS,
Notary Public in and for Gonzales County, Texas.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Act of Ratification and Confirmation of Anthony Berza, "Ex. II," Marked "A 46."

STATE OF TEXAS,
Gonzales County.

Be it known, that on this 21st day of February A. D. 1902 before me, the undersigned notary public, duly commissioned and qualified to act in and for the above county and State, and in presence of the undersigned competent witnesses, personally came and appeared

Arthur Berza, a resident of the above county and State, who declared that, whereas, on the second day of November A. D. 1901, by act before A. Bundick & Otho Bundick, witnesses, he nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La., his true and lawful agent and attorney in fact, for the uses, purposes and considerations set forth in said act; Now, therefore, he does by this authentic act, ratify and confirm the aforesaid power of attorney in all its parts.

545 In faith whereof, appearer hereto signs at my office, in the above county and State, on the day and date first herein written before the undersigned competent witnesses and me, notary, after due reading. ARTHUR BERZA.

Witnesses:
E. L. CHANDLER.
JOE FRIDAY.

E. K. SMITH,
Notary Public.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Act of Ratification and Confirmation of L. M. Nicholls, "Ex. "JJ," Marked "A 47."

STATE OF LOUISIANA, }
Grant Parish. }

Be it known, that on this 20th day of January A. D. 1902 before me, the undersigned notary public, duly commissioned and qualified to act in and for the above parish and State and in presence of the undersigned competent witnesses, personally came and appeared Louis M. Nicholls, a resident of the above parish and State, who declared that, whereas, on the fourth day November A. D. 1901 by act before T. F. Arnold and Ely Bedgard witnesses, he nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La. his true and lawful agent and attorney in fact, for the uses, purposes and considerations set forth in said act. Now, therefore, he does by this authentic act ratify and confirm the aforesaid power of attorney in all its parts.

In faith whereof, appearer hereto signs at my office, in the above parish and State on the day and date first herein written before the undersigned competent witnesses, and me, notary, after due

546 reading.

L. M. NICHOLLS.

Witnesses:
W. B. CLARKE.
ISAIAH WATSON.

JOEL S. FLETCHER,
Notary Public in and for Grant Parish, Louisiana.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Act of Ratification and Confirmation of Mrs. Elucia L. Prudhomme, Ex. "KK," Marked "A 48."

STATE OF LOUISIANA, }
Rapides Parish. }

Be it known, that on this 14th day of January A. D. 1902 before me, the undersigned notary public, duly commissioned and qualified to act in and for the above parish and State, and in presence of the undersigned competent witnesses, personally came and appeared Elucia Ledoux, wife of Louis Prudhomme, authorized by her said husband, a resident of the above parish and State, who declared that, whereas, on the fifteenth day of November A. D. 1901 by act before A. Hartiens and Sam McCarty witnesses, she nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La. her true and lawful agent and attorney in fact for the uses, purposes and considerations set forth in said act; now, therefore, she does by this authentic act ratify and confirm the aforesaid power of attorney in all its parts.

In faith whereof, appearer hereto signs at my office in the above parish and State on the day and date first herein written before the undersigned competent witnesses and me, notary, after due reading.

547 her
ELUCIE L. x PRUDHOMME.
mark.
his
LOUIS x PRUDHOMME.
mark.

Witnesses:
J. GUARDET JOHNSTON.
T. F. HUNTER.

J. F. STATHAM,
Notary Public.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Act of Confirmation and Ratification of Mart Lewis, Ex. "LL," Marked "A 49."

STATE OF LOUISIANA, }
Parish of St. Landry. }

Be it known, that on this 19th day of June A. D. 1902 before me, the undersigned notary public, duly commissioned and qualified to act in and for the above parish and State, and in presence of the un-

dersigned competent witnesses, personally came and appeared Martin Lewis, a resident of the above parish and State, who declared that, whereas, on the 21st day of November A. D. 1901 by act before C. Antoine and L. E. Tuyes, witnesses, he nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La. his true and lawful agent and attorney in fact, for the uses, purposes and considerations set forth in said act; now, therefore, he does by this authentic act ratify and confirm the aforesaid power of attorney in all its parts.

In faith whereof, appearer hereto signs at my office in the above parish and State, on the day and date first herein written before the undersigned competent witnesses, and me, notary, after due reading.

548 MART LEWIS.

Witnesses:

JNO. P. SAVENT.
LEON CAMPBELL.

ALEX STAGG,
Notary Public.

Filed June 25/1902.

R. T. CLARK, Clerk.

For Plaintiff.

Act of Ratification and Confirmation of W. B. Lewis, Ex. "MM," Marked "A 50."

STATE OF LOUISIANA,
Parish of St. Landry.

Be it known, that on this 20th day of June A. D. 1902, before me, the undersigned notary public, duly commissioned and qualified to act in and for the above parish and State, and in presence of the undersigned competent witnesses, personally came and appeared William B. Lewis, a resident of the above parish and State, who declared that, whereas, on the 23rd day of November, A. D. 1901 by act before S. P. Savent and E. M. Baldridge witnesses, he nominated, constituted and appointed Pierre J. Pavy of Acadia parish, La. his true and lawful agent and attorney in fact, for the uses, purposes and considerations set forth in said act. Now, therefore, he does by this authentic act ratify and confirm the aforesaid power of attorney in all its parts.

In faith whereof, appearer hereto signs at my office in the above

parish and State, on the day and date first herein written before the undersigned competent witnesses and me, notary, after due reading.

W. B. LEWIS.

Witnesses:
AUGUSTUS STAGG.
JNO. P. SAVENT.

ALEX. STAGG,
549 Notary Public.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Plaintiff.

Certified Copy of Last Will and Testament of Jas. Thiel, Together with Judgment Probating Same, Ex. "NN," Marked "A 51."

(A.)

St. Landry, June 29th, 1885.

This is my last will and testament, I give to my wife all the property rights and credits to which I may die possessed in full ownership.

(S'g'd) JAMES TEAL.

Witness-:
(S'g'd) YORICK VIDRINE.
A A. ROBERT.
" R. P. TEAL.

Filed August 14th, 1885.
(S'g'd) B. F. MEGINLEY, D'y Cl'k.

Filed Sept. 15th, 1885.
(S'g'd) C. MAYO, D'y Cl'k.

A true copy from the original on file in my office.

S. L. HEBRARD, D'y Cl'k.

Estate of James Teal. 4640.

Marie Pauline Amel, surviving widow of James Teal, having presented the olographic last will and testament of her said husband, prays that said testament be executed and admitted to registry. The testament constitutes the widow universal legatee of the estate of the testator. The heirs of the testator were regularly
550 notified of the widow's prayer for the homologation of the will and they have made no opposition thereto. It has been duly proven that the testament was entirely written, dated and signed by the testator, that he left no forced heirs and that he is dead.

It is therefore ordered, adjudged and decreed that the last will and testament of James Teal dated June 29th, 1885 and filed in this record marked "A" be and the same is hereby ordered to be executed and admitted to registry as the last will and testament of James Teal.

Done, read and signed in open court this 24th day of Oct. A. D. 1885.

(S'g'd) G. W. HUDSPETH,
Judge 13th Dist. of La.

A true copy from the original on file and of record in my office.

S. L. HEBRARD, D'y Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

Testimony of C. C. Duson, Marked "OO."

C. C. DUSON being sworn, deposes and says:

Q. Mr. Duson, you live in Acadia parish, do you not?

A. Yes, sir.

Q. You are acquainted with the location of the land in dispute, to-wit:—Section forty-seven, township nine, south range two west?

A. Yes, sir.

Q. Mr. Duson, do you know whether the Prairie Mamouth Oil & Mineral Co. were and are in possession of any part of that tract?

A. Yes, sir.

551 Q. Do you know whether Mr. Keever, Mr. Stevens and Mr. Dyer mentioned in plaintiff's petition are in possession of a part of the tract in dispute?

A. Yes, sir.

Q. Do you know whether Mr. Myron *Abbott* and associates are in *possession* of any part of that tract?

A. Yes, sir, they are in possession of part of it.

Cross-examined:

Q. They are there in possession as owners are they not, Mr. Duson?

A. I think they are there as lessees.

Q. From whom do they hold as lessees, do you know?

A. I think from Mr. Eugene Houssiere, and the old gentleman Latreille.

Q. They claim to hold as lessees under them?

A. Yes, sir.

Q. All are holding as lessees?

A. So I understand.

Re-examined-in-chief:

Q. What do you estimate to be the value of this section forty-seven—township nine—south range two west?

A. Not less than ten thousand dollar*d*.

Q. It could be sold for that amount now could it not?

A. Yes, sir.

Q. How much did you say that it was valued at?

A. Not less than ten thousand dollars—it could be sold for ten thousand dollars easily, I think.

Defendants' Evidence.

For Defendants.

552 Certified Copy of Deed from Henry Gellert to J. L. Bradford, with Certificate Showing Registry Thereof, "No. 3," Marked "B 1."

STATE OF LOUISIANA, }
Parish of Calcasieu. }

That I, Henry Gellert of the parish of Calcasieu, State of Louisiana, for and in consideration of the sum of *one dollar* to me in hand paid by James L. Bradford have granted and quit claimed, and by these presents do grant and quit claim and convey unto the said James L. Bradford of the city of New Orleans and State of Louisiana all of a one-fourth interest in and to that certain tract of land lying and situate in the parish of Acadia and State of Louisiana, described as follows, to-wit:—section No. forty-seven (47), township No. nine (9) south range No. two (2) west La. mer.; said tract being known as the Anthony Corkran grant and fronting on the Bayou des Cannes on Lower Maumou prairie in said Acadia parish, Louisiana, and which vendor purchased at tax sale about the year 1882. The intention being to hereby *to* quit claim unto the said James J. Bradford and undivided one-fourth (¼) interest in said tract and no more. I, the said Henry Gellert, hereby reserve for Annie Inderstrudt, wife of Henry Gellert, the right of the use of the land herein quit claimed and benefit of the same, both of cultivated land and timber without accounting for same until the said Bradford shall have sold the interest herein conveyed to him and conveyed the same to other party or parties under a good and sufficient deed with covenants of warranty issued in warranty deed, then the privileges and rights herein reserved to said Annie Inderstrudt Gellert shall end.

Witness my hand at Jennings, Louisiana, in the presence of John C. Maus and George Favinger, lawful witnesses on this tenth day of December anno Domini one thousand, eight hundred and ninety-four.

(Signed) HENRY GELLERT.

Attest:

(Signed) JNO. C. MAUS.

(Signed) GEO. FAVINGER.

553 STATE OF LOUISIANA. }
Parish of Calcasieu. }

Before me, W. B. Anderson, a duly qualified notary public in and for said parish and State on this day personally appeared Henry Gellert to me, personally known to be the identical person whose name is subscribed to the foregoing quit claim deed and acknowledged to me in the presence of John C. Maus and George Favinger, witness-, that he executed the same on the day of the date thereof, and that it was his own free voluntary act, for the uses and purposes therein expressed.

Witness my official signature and seal at Jennings, La., this tenth (10) day of December, A. D. 1894.

(Signed) N. B. ANDERSON,
Notary Public.

Attest:
(Signed) JNO. C. MAUS.
(Signed) GEO. FAVINGER.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing is a true and correct copy of original No. 7525 on file and of record in my office.

Recorded December 12" 1894 in Conveyance Book "L" on pages 285 and 286.

Witness my hand and seal of office at Crowley, La., this 20th day of June, A. D. 1902.

Filed June 20 / 1902.

R. T. CLARK, Clerk.

For Defendants.

Certified Copy of Deed from J. L. Bradford to Jean Gay, with Certificate Showing Registry Thereof, No. 4, Marked "B 2."

STATE OF LOUISIANA, }
Parish of Acadia. }

Be it known, that on this first day of the month of December in the year of our Lord, one thousand eight hundred and ninety-
554 seven (1897) before me, James E. Barry, a notary public duly commissioned and sworn for the parish of Acadia, State of Louisiana and in the presence of the witnesses hereinafter named and undersigned personally appeared Welman Bradford, a resident of the parish of Acadia, State of Louisiana who appears and acts herein as agent and attorney in fact for James L. Bradford, a resident of the city of New Orleans, Louisiana, as per power of attorney

hereto annexed to show said authority, who declared that for the consideration and on the terms and conditions hereinafter set forth, he does by these presents, grant, bargain, sell, assign, convey, set over and deliver unto Jean Gay, a resident of the parish of Acadia, State of Louisiana, here present, purchasing and accepting for himself, his heirs and assigns and acknowledging delivery and possession thereof the following described property, to-wit:—An undivided one-fourth interest and share in and to a certain tract of land known as the Anthony Corkran claim in section No. forty-seven (47) township nine (9) south of range No. two (2) west La. mer. This sale is made and accepted for and in consideration of the price and sum of seven hundred and twenty-six 12/100 dollars ($726 12/100) in part payment and deduction whereof the said purchaser has paid at the execution hereof in cash current money to the vendor, the sum of two hundred and twenty-five ($225.00) the receipt whereof is hereby acknowledged and full acquittance and discharge granted therefor and for the balance of said purchase price, said purchaser has executed three certain promissory notes, each for the sum of one hundred and sixty-seven 04/100 dollars ($167.04/100) drawn to the order and endorsed by himself dated Crowley, La., December first, 1897 and made payable one, two and three years after date and bearing interest at the rate of eight per cent. per annum from date until paid, which said
555 notes after having been paraphed "*Ne varietur*" by me, said notary for identity herewith, were delivered to the said vendor who hereby acknowledged the receipt of the same. Now, in order to secure and guarantee the full and final payment of said notes and interest and attorneys' fees hereinafter mentioned, special mortgage and vendor's lien and privilege are hereby retained on said property in vendor's favor and that of all future holder or holders of said notes, the said purchaser obligating himself not to encumber or alienate said property to the prejudice of this act. And in the event of suit to recover the payment of said notes of any portion thereof, the said purchaser obligates himself to pay to the holder or holders of said notes attorneys' fees fixed at 10 *% per cent.* on the amount sued for. It is fully understood between parties hereto that vendor only transfers such rights as he has to the property herein conveyed without warranty of title except against the acts of present vendor and that purchaser buys at his own peril and risk as set forth in power of attorney. And here the parties declared that they dispense with the production of a certificate from the clerk of court and *ex-officio* recorder of and for the parish of Acadia, Louisiana, for annexation hereto, as otherwise required by law, to show what, if any mortgages or other incumbrances exist on the herein conveyed property in the names of the present vendor. The taxes on the within conveyed property to be paid by vendor for the year 1897. Done and passed in the parish of Acadia in my office, the day, month and year aforesaid, in the presence of Eugene Houssier and Martin J. Andrus,

lawful witnesses, residing in this parish, who have signed with the appearers and me, notary, after reading the whole.

(Original signed.) JAMES L. BRADFORD,
By WELMAN BRADFORD.
JEAN GAY.

556 Witnesses:
EUGENE HOUSSIER.
M. J. ANDRUS.

J. E. BARRY,
Notary Public.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing is a true and correct copy of original No. 10962 on file and of record in my office. Recorded Dec. 29" 1897 in Conveyance Book " 2 " on pages 100 and 101 and in Mortgage Book No. 7—page 126.

Witness my hand and seal of office at Crowley, La. this 20th day of June, 1902.

D. B. HAYES, D'y Clerk.

Filed June 25 / 1902.
R. T. CLARK, Clerk.

For Defendants.

Certified Copy of Power of Attorney from J. L. Bradford to Welman Bradford, No. 5, Marked " B 3."

WASHINGTON CITY, }
District of Columbia. }

Know all men by these presents that I, James L. Bradford residing in New Orleans, Louisiana but temporarily in the above city do hereby constitute and appoint Welman Bradford, residing in Crowley, Louisiana my attorney in fact, authorizing him to sell for me and in my name and stead my undivided fourth (¼) share and interest in and to a certain tract of land supposed to contain 480 acres more or less, situate in the parish of Acadia in the State of Louisiana and known as the Anthony Corkran claim, which said undivided fourth interest was ac-
557 quired by me from Henry Gellert, by act of sale of record in the office of the recorder of deeds of said parish, to which I refer for more accurate description. It is understood that my said attorney is to sell said land for such price, on such terms as to him may appear most advantageous to me, but I hereby most distinctly refuse to warrant the title except as against my own acts and all parties claiming through or under me, the purchaser buying at his

own risk and peril to be so expressed in the deed to be executed by my said attorney.

(Original signed) JAMES L. BRADFORD.

Attest:

W. C. KEEGAN.
HUGH M. STERLING.

DISTRICT OF COLUMBIA, ss:

Personally appeared before me this 1st day of November, 1897, James L. Bradford, who signed the above power of attorney, he being personally known to me and acknowledged the same to be his act and deed.

(Signed) HUGH M. STERLING,
Notary Public.

STATE OF LOUISIANA,
Parish of Acadia.

I hereby certify that the foregoing is a true and correct copy of the power of attorney attached to an act of sale from Welman Bradford agent of James L. Bradford to Jean Gay, which act of sale bears original No. 10962 and is on file and of record in my office.

Witness my hand and seal of office at Crowley, La., this 25th day of June, 1902.

D. B. HAYES, D'y Clerk.

558 For Defendants.

Certified Copy of Deed from Henry Gellert to Max Goetze, with Certificate Showing Registry Thereof, No. 6, M'k'd "B 4."

STATE OF LOUISIANA,
Parish of Calcasieu.

— that I, Henry Gellert of the parish of Calcasieu, State of Louisiana, for and in consideration of the sum of three hundred and fifty dollars to me in hand paid by Max E. Goetze have granted and quit claimed and by these presents do grant and quit claim and convey unto the said Max E. Goetze of the county of Wichita and State of Texas all of a three-fourths interest in and to that certain tract of land lying and situate in the parish of Acadia and State of Louisiana, described as follows, to-wit:—Section No. forty-seven (47) in township No. nine (9) south range No. two (2) west, La. mer. said tract being known as the Anthony Corkran grant and fronting on the Bayou des Cannes on lower Mamou Prairie in said Acadia parish, Louisiana, and *while* said Gellert purchased at tax sale about the year 1882. The intention being to hereby grant and quit claim

unto the said Max E. Goetze, the undivided three-fourths (¾) interest in said tract and no more. (Erase before signing.)

Witness my hand at Jennings, Louisiana, in the presence of John C. Maus and George Favinger lawful witnesses, on this tenth day of December anno Domini, one thousand, eight hundred and ninety-four.

(Signed) HENRY GELLERT.

Attest:

(Signed) JOHN C. MAUS.
(Signed) GEORGE FAVINGER.

STATE OF LOUISIANA, }
Parish of Calcasieu. }

Before me, N. B. Anderson, a duly qualified notary public, in and for said parish and State on this day personally appeared Henry Gellert to me personally known to be the identical person whose name is subscribed to the foregoing quit claim deed and ac-
559 knowledged to me in the presence of John C. Maus and George Favinger witnesses, that he executed the same on the day of the date thereof, and that it was his own free voluntary act for the uses and purposes therein expressed.

Witness my official signature and seal at Jennings, La., on this tenth day of December A. D. 1894.

Attest:

(Signed) JOHN C. MAUS.
(Signed) GEO. FAVINGER.

(Signed) N. B. ANDERSON,
Notary Public.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing is a true and correct copy of original No. 7526 on file and of record in my office.

Recorded December 12" 1894 in Conveyance Book "L" at pages 286 and 287.

Witness my hand and seal of office at Crowley, La. this 20" day of June, 1902.

D. B. HAYES, D'y Clerk.

Filed June 25 / 1902.

R. T. CLARK, Clerk.

For Defendants.

Certified Copy of Deed from Max E. Goetze to Mrs. Annie Inderstrudt, with Certificate Showing Registry Thereof, No. 7, M'k'd "B 5."

STATE OF TEXAS,
County of Wichita.

Know all men by these presents, that Max E. Goetze of the county of Wichita for the consideration and on the terms and conditions hereinafter expressed, grant, bargain, sell, convey, assign and set over unto Mrs. Annie Inderstrudt, wife of H. Gellert, purchasing and accepting for herself and heirs and assigns and acknowledging delivery and possession thereof, all and singular the following described real estate together with the improvements thereon, and all
560 my rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining to-wit:—The undivided ¾ three quarter of sect. 47, forty-seven in township nine (9) S. range two (2) west La. meridian, known and described as the Anthony Corkran grant situated in the lower Mamou on the right bank of the Bayou des Cannes in parish of Acadia, State of Louisiana, containing 640 acres more or less, to have and to hold the said property unto the said purchasers, her heirs and assigns forever and the said grantor herein will warrant and defend the same in the quiet and peaceable possession of the said purchaser, her heirs and assigns forever against all acts and deeds of every person whomsoever. This sale is made and accepted for and in consideration of the price and sum of $3000.00, three thousand dollars, which sum the said purchaser has paid in ready current money at the execution hereof. This done and passed at Iowa Park, Texas in the presence of Ernest Goetze and William Ramining, witnesses who hereunto sign their names with the said party of the first part this 26th day of October A. D. 1895.

(Original signed) E. MAX GOETZE.

Witnesses:
ERNEST GOETZE.
WILLIAM RAMINING.

STATE OF TEXAS,
County of Wichita.

Be it known that on this day before me J. Barton J. P. & *ex-officio* notary public within and for Wichita county and State aforesaid personally came E. Max Goetze well known to me who declared that he had executed the within deed of conveyance as his proper act and deed and for the purpose therein set forth.

In testimony whereof witness my hand and official seal on this 26th day of October, A. D. 1895.

(Original signed) J. BARTON,
Justice of the Peace and *Ex-officio* Notary
Public in and for Wichita County, Texas.

561 STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing is a true and correct copy as appears of record in my office in Conveyance Book "M," page 423—Recorded Nov. 11th, 1895.

Witness my hand and seal of office at Crowley, La. this 19th day of June, 1902.

D. B. HAYES, D'y Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Defendants.

Certified Copy of Deed from Mrs. Annie Inderstrudt to Valentine Huber, with Certificate Showing Registry Thereof, No. 8, Marked "B 6."

STATE OF LOUISIANA, }
Parish of Calcasieu. }

Know all ye, that I, Annie Inderstrudt, wife of H. Gellert, resident of Jennings, Calcasieu parish, La. do by these presents, for and in consideration of the sum of three thousand, five hundred and twenty-five dollars cash receipt of which I acknowledge, grant, bargain, sell, assign and set over with lawful warranty and subrogation to all my rights and actions of warranty, against all previous owners and vendors unto Valentine Huber, resident of Calcasieu parish, La. the following described real property situated in Acadia parish, La. together with all improvements and appurtenances to-wit:—The undivided ¾ three-quarter- in sect. 47 forty-seven in township nine (9) south range two (2) west, La. mer., known and described as the Anthony Corkran grant situated in the lower Prairie Mamou on the right bank of Bayou des Cannes in the parish of Acadia, State of Louisiana, containing *640 acres* of land *more or less* and eight mules and five cows—2 heifers—two wagons. Thus done and passsed at Evangeline, La. this 20th day of December,
562 one thousand eight hundred and ninety-five.

ANNIE INDERSTRUDT,
Wife H. Gellert.

By power of attorney, H. GELLERT,
By H. GELLERT.

Witnesses:
JAS. M. METCALF.
ROE HINE.

STATE OF LOUISIANA, }
Parish of Acadia. }

Be it known, that on this the 20th day of December A. D. 1895 before me, H. C. Wilkins, a duly qualified notary public in and for aforesaid parish, personally appeared H. Gellert known by me to be the person whose name is subscribed to the within act of sale and declared to me that he executed and subscribed to same for the purposes and considerations therein expressed.

Witness my hand and seal official at Evangeline, La. the day and year first above written.

H. C. WILKINS,
Notary Public.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the foregoing was this day recorded in Conveyance Book "M" at page 659.

Witness my hand and seal of office at Crowley, La. this 21st day of December A. D. 1895.

L. H. CLARK, D'y Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

For Defendants.

Certified Copy of Deed from Valentine Huber to Jean Gay and Laurent Arnaudet, with Certificate Showing Registry Thereof, No. 9, Marked "B. 7."

563 STATE OF LOUISIANA, }
Parish of Acadia. }

On this 20th day of April, 1896, before me, Philip J. Chappuis, a notary public, in and for the parish of Acadia and in the presence of John W. Nunnery and Arthur Latreille competent witnesses, appeared Valentine Huber, a resident of the parish of Calcasieu, who declared that for and in consideration of the price and sum of four hundred dollars $400. cash to him paid he does by these presents sell, convey, set over and deliver unto Jean Gay and Laurent Arnaudet, both residing in the parish of Acadia, here present, the following property situated in the parish of Acadia to-wit:—All his right, title and interest in and to the undivided three fourths of the following property, to-wit:—Section forty-seven (47) in township nine (9) south of range two (2) west La. meridian known and described as the Anthony Corkran grant situated in the lower Prairie Mamou on the right bank of Bayou des Cannes and containing 640 acres more

or less, being the same property which vendor acquired on December 20, 1895 from Mrs. Annie Inderstrudt by act recorded in Book "M" p. 659 records of the parish of Acadia. It is understood and agreed that this sale is made without any warranty of title on the part of the vendor to the property conveyed, the buyers purchasing the same at their risk and peril, and being aware of the danger of eviction, from the fact that Henry Gellert one of the previous proprietors of the said property acquired the ownership of the same by virtue of a tax sale made by the proper authorities in and for the parish of St. Landry. It is further understood by and between the parties hereto that the said property shall be owned by the said purchasers in the following proportions to-wit:—The said Jean Gay, the undivided one half of the said section and the said Laurent Arnaudet the undivided one-fourth of the said section of land. The
564 vendor moreover transfers unto the purchasers all his rights of action in warranty against any and all preceeding owners and warrantors of the property hereby conveyed. The parties dispense me with the production of the mortgage certificate otherwise required by law. Thus done and passed at Crowley, parish of Acadia, on the day and date first hereinbefore written in the presence of said witnesses, who sign these presents with the parties and me, notary, after due reading.

(Original signed) VALENTIN HUBER.
JEAN GAY.
L. ARNAUDET.

Witnesses:
J. W. NUNNERY.
ARTHUR LATREILLE.

P. J. CHAPPUIS,
Notary Public.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing is a true and correct copy of original No. 9359 on file and of record in my office.

Recorded April 20th, 1896 in Conveyance Book "N" on pages 464 and 465.

Witness my hand and seal of office at Crowley, La. this 20th day of June, 1902.

D. B. HAYES, D'y Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Defendants.

Certified Copy of Act of Partition Between Jean Gay and Laurent Arnaudet, with Certificate Showing Registry Thereof, No. 10, Marked "B 9."

STATE OF LOUISIANA,
Parish of Acadia.

565 Be it known, that on this 7th day of the month of January, 1901, before me, Alexander C. Lermand, a notary public, duly commissioned and qualified in and for the parish and State aforesaid and in the presence of the witnesses hereinafter named and undersigned, personally appeared Jean Gay and Laurent Arnaudet, both residents of the parish of Acadia, State of Louisiana, who declared that they are the owners of a certain tract of land situated in the parish of Acadia, State of Louisiana, and being section forty-seven (47) in township nine (9) south of range two (2) west La. meridian and containing five hundred and eighty (580) acres more or less. The said John Gay being the owner of three-fourths of said land and the said Laurent Arnaudet being the owner of one fourth thereof, being the land that the parties herein acquired from Valentin Huber on April 20th, 1896 as per act of sale before P. J. Chappuis, notary public and being recorded in Acadia parish in Book "N" pages 464 and 465 and bearing No. 9359 and later the said Jean Gay acquired one-fourth of the above section of land in his own name from Bradford as per act of sale before J. E. Barry, notary, and whereas the said appearer declared that they are desirous of dividing said land; and they divide the same as follows, to-wit: The said Laurent Arnaudet takes as his share the north one-fourth (¼) of said section, the dividing line to run east to westward on parallel line with said section No. forty-seven and the said north one fourth (¼) to contain one hundred and forty-five (145) acres more or less, and the said Jean Gay takes as his share the south three-fourths (¾) of said section and containing four hundred and thirty-five (435) acres more or less, the dividing line to run as above stated. Each are equally bound in warranty to each other and delivery and possession thereof are acknowledged to each other with full subrogation to their rights and actions in warranty. The certifi-
566 cate from the clerk of court and *ex-officio* recorder of and for the parish of Acadia is dispensed with. The taxes on the within described property *is* all paid. Done and passed in the parish of Acadia in my office, the day, month and year aforesaid in the presence of Eugene Houssier and Jean Leger, lawful witnesses

residing in this parish, who have signed with the appearers and me, notary, after reading the whole.

(Original signed) JEAN GAY.
L. ARNAUDET.

Witnesses:
EUGENE HOUSSIER.
JEAN LEGER.

A. C. LORMAND,
Notary Public.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing is a true and correct copy of original No. 15890 on file and of record in my office recorded Jan. 9th, 1901 in Conveyance Book X on pages 62 and 63.

Witness my hand and seal of office at Crowley, La. this 20th day of June, 1902.

D. B. HAYES, D'y Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

For Defendants.

Certified Copy of Deed, Jean Gay to Arthur Latreille, with Certificate Showing Registry Thereof, No. 11, Marked "B 9."

STATE OF LOUISIANA, }
Parish of Acadia. }

Be it known, that on this day before me, H. C. Wilkins, a notary public in and for said parish, duly commissioned and sworn, personally came and appeared Jean Gay, who declared that he
567 does by these presents grant, bargain, sell, convey and deliver the said property hereby conveyed unto Arthur Latreille of Evangeline, La. the following described property with improvements thereon and appurtenances thereto belonging, situated in the parish of Acadia in the State of Louisiana, to-wit:—The north half of the south three-fourths (¾) of the land known as the Anthony Corkran claim in section forty-seven (47) township nine (9) south of range two (2) west La. meridian. Said lines running east and west and parallel with section lines containing two hundred, seventeen and 50/100 acres more or less. It is fully understood between parties hereto that vendor only transfers such rights as he has to the property conveyed without warrantee of title except against the acts of present vendor and that purchaser buys at his own peril and risk. To have and to hold said described property unto said purchaser, his heirs and assigns forever. This sale is made for and in consideration of the sum of $708.98, seven hundred and eight & 98/100 dollars pay-

able as follows: five hundred dollars, cash in hand paid, the receipt whereof is hereby acknowledged and the balance in three notes of said purchaser dated with this act, to the order of the vendor above named, due as follows: February 26th, 1902—sixty nine & 66/100 dollars—February 26th, 1903, sixty-nine & 66/100 dollars—February 26th, 1904, sixty-nine & 66/100 dollars which notes bear 8 % per cent. per annum interest from date and are paraphed *ne varietur* of this date by me, the said notary to identify them herewith. In the event of suit for collection of said notes, it is agreed that said purchaser shall pay all costs of same, including attorneys' fees fixed hereby at 10 per cent. on amount sued for and in order to secure the payment of said notes, interest, attorneys' fees and costs, a special mortgage and vendor's privilege is hereby retained on said property in favor of said vendor and to enure to the
568 benefit of any future holder of said notes; said purchaser agreeing not to alienate, deteriorate — encumber said property to the prejudice of this mortgage. This mortgage imports a confession of judgment. The parties hereto agree to dispense with the certificate required by article 3364 of the Revised Civil Code of this State and to exonerate me, said notary, from all liability on account of its non-production, and said parties declared that all taxes assessed against said property are paid. Thus done and passed by the parties hereto in the presence of Eugene Houssiere and William McFarlain, legal witnesses hereto required and me, notary, on this 26th day of February A. D. 1901 nineteen hundred and one, after due reading of the whole.

(Signed) JEAN GAY.
(Signed) ARTHUR LATREILLE.

Witnesses:
(Signed) EUGENE HOUSSIERE.
(Signed) WILLIAM McFARLAIN.

(Signed) H. C. WILKINS,
Notary Public.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing is a true and correct copy of original No. 16326 on file and of record in my office. Recorded March 12th, 1901 in Conveyance Book X on pages 563 and 564 and in Mortgage Book No 10, page 395.

Witness my hand and seal of office at Crowley, La. this 20th day of June, 1902.

D. B. HAYES, D'y Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

For Defendants.

Certified Copy of Deed of Jean Gay to Eugene Houssiere, with Certificate Showing Registry Thereof, No. 12, Marked " B 10."

569 STATE OF LOUISIANA,
Parish of Acadia.

Be it known, that this day before me H. C. Wilkins, a notary public, in and for said parish, duly commissioned and sworn, personally came and appeared Jean Gay, who declared that he does by these presents grant, bargain, sell, convey and deliver the property hereby conveyed unto Eugene Houssiere of Evangeline, the following described property with the improvements thereon, and appurtenances thereto belonging situated in the parish of Acadia in the State of Louisiana, to-wit:—The south half of the three-fourths (¾) of the tract of land known as the Anthony Corkran claim, situated in section forty-seven (47), township nine (9) south of range two (2) west, La. meridian, said lines running east and west parallel with the section lines, containing two hundred, seventeen & 50/100 acres (217 50/100) more or less. It is fully understood between the parties hereto that vendor only transfers such rights as he has to the property herein conveyed without warrantee of title except against the acts of present vendor and that purchaser buy- at his own peril and risk. To have and to hold said described property unto said purchaser, his heirs and assigns forever. This sale is made for and in consideration of the sum of ($708.98) seven hundred and eight & 98/100 dollars payable as follows, five hundred dollars cash in hand paid, the receipt whereof is hereby acknowledged and the balance in three notes of said purchaser dated with this act to the order of the vendor above named due as follows:—February 26th, 1902, sixty-nine & 66/100 dollars—February 26th, 1903, sixty-nine & 66/100 dollars—February 26th, 1904, sixty-nine & 66/100 dollars, which notes bear 8 per cent. per annum interest from date and were paraphed *ne varietur* of this date by me, the said notary, to identify them herewith. In the event of
suit for collection of said notes, it is agreed that said
570 purchaser shall pay all costs of same including attorneys' fees, fixed hereby at 10 per cent. on amount sued for and in order to secure the payment of said notes, interest, attorneys' fees and costs, a special mortgage and vendor's privilege is hereby retained on said property in favor of said vendor and to enure to the benefit of any future holders of said notes, said purchaser agreeing not to alienate, deterio-ate or incumber said property to the prejudice of this mortgage. The parties hereto hereby agree to dispense with the certificate required by article 3364 of the Revised Civil Code of this State, and to exonerate me, said notary from all liabilty on account of its non-production and said parties declared that all taxes assessed

against said property are paid. Thus done and passed by the parties hereto and in the presence of Arthur Latreille and Wm. McFarlain, legal witnesses, hereto required and me, notary on this the 26th day of February, A. D. nineteen hundred and one after due reading of the whole.

(Original signed) JEAN GAY.
EUGENE HOUSSIER.

Witnesses:
ARTHUR LATREILLE
WILLIAM McFARLAIN.

H. C. WILKINS,
Notary Public.

STATE OF LOUSIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing is a true and correct copy of original No. 16327 on file and of record in my office. Recorded March 12th, 1901 in Conveyance Book X at pages 564 & 565 and in Mortgage Book No. 10 at page 396.

Witness my hand and seal of office at Crowley, La. this 20" day of June, 1902.

D. B. HAYES, D'y Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

571 For Defendants.

Letter from James Lewis, Surveyor General, La., to J. Sully Martel. Dated March 25, 1902, "A" No. 14, Marked "B 11."

DEPARTMENT OF THE INTERIOR,
OFFICE UNITED STATES SURVEYOR GENERAL,
NEW ORLEANS, LA., March 25, 1902.

Mr. J. Sully Martel, Franklin, La.

SIR: In reply to your verbal request of the 25th inst., I will state that the following extracts and copies of papers or documents relative to the claim of Anthony Corkran, sec. 47, T. 9, S. R. 2 W., south western district La., will be furnished to you at the cost of $13.00 with $1.00 extra for each certificate required:

Copy of patent plat of said claim;
Copy of J. L. Bradford's letter asking that said patent be prepared;
Copy of surveyor general's answer to above letter;
Copy Wellman Bradford's letter enclosing the affidavit and application of Jean Gay;
Copies of said application and affidavit;

Copy of Commissioner's letter transmitting the patent for the claim of Anthony Corkran;

Copy of surveyor general's letter to Wellman Bradford transmitting said patent;

Copy of diagram made in conformity to the act of Cong. of Feb'y 10th, 1897;

Copy of the survey of sec. 47 by Joseph Aborn in 1817;

Copy of the act of Congress of Feb'y 10, 1897.

572 Extract from Sen. Ex. Doc. No. 111 containing the claim of Anthony Cockran as confirmed by act of Feb'y 10th, 1897;

And also surveyor general's letter relative to the unconfirmed claims contained in said Sen. Ex. Doc.

In case you should order the above mentioned work, please remit amount by P. O. money order.

Very respectfully,

JAMES LEWIS,
Surveyor General La.

For Defendants.

Letter to the Louisiana Commissioner at Washington, D. C., from Don Caffery & Son and J. Sully Martel, of Date April 30th, 1902, No. 14, Marked "B 16."

FRANKLIN, LA., April 30th, 1902.

To the honorable the Louisiana commissioner, Washington, D. C.

DEAR SIR: We annex a letter marked "A" dated March 25th, 1902, addressed to Mr. J. Sully Martel, Franklin, La. and signed James Lewis, surveyor general, Louisiana. Please do not have the Commissioner of the Land Office include any of the documents listed in said letter, as we would have a duplicate of the documents enumerated in the surveyor general's letter. You will also not include the patent as we have already a copy thereof.

Yours very truly,

D. CAFFERY & SON.
J. SULLY MARTEL.

573 Answers to Interrogatories and Cross Interrogatories Propounded to Hon. Binger Hermann, Commissioner of the General Land Office.

No. 14.

UNITED STATES OF AMERICA, District of Columbia, } ss:

18th Judicial District Court, Parish Acadia, State of Louisiana.

COCKRAN OIL AND DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET ET AL. } No. 11405.

Be it known that acting under and by virtue of the annexed commission, issued in the above entitled and numbered suit by the

eighteenth judicial district court aforesaid and authority in me vested I, the undersigned commissioner of deeds of the State of Louisiana, within and for the said District of Columbia, duly commissioned and qualified, did cause to personally come and appear before me on this 17th day of June, 1902, at the hour of 2 o'clock p. m., the witness named in the annexed commission, and after having first duly sworn him, according to law to tell the whole truth and to truthfully answer the annexed interrogatories and cross-interrogatories, *to which* he made answer as follows, to-wit:—

Answers to Interrogatories Propounded to the Commissioner of the General Land Office.

To the first interrogatory, he answers and says:—

1. My name is Binger Hermann, I am 59 years of age. I reside in the city of Washington, D. C. and am the Commissioner of
574 the General Land Office.

To the second interrogatory, he answers and says:—

2. I have in my official possession both written and printed matter relating to public and private lands in the State of Louisiana.

To the third interrogatory, he answers and says:—

3. I have in my official possession written matter and printed documents relating to what were formerly known as the located but unconfirmed private land claims in said State.

To the fourth interrogatory, he answers and says:—

4. Among the documents, there are writings and printed matter relating to section forty-seven, township nine, south of range two west, Louisiana meridian.

To the fifth interrogatory he answers and says:—

5. I do not attach any certified copies in answer to this interrogatory, for the reason that certified copies of such writings as I can furnish are attached in answer to interrogatory No. 8; and for the further reason that I have been informed that certain of said copies have been furnished by the United States surveyor general for the State of Louisiana.

To the sixth interrogatory, he answers and says:—

6. Letters from the Secretary of the Interior addressed to the U. S. Senat do not constitute a part of the records of the General Land Office, and I can not furnish certified copies of any such letters. I attach hereto a printed copy of Senate Ex. Doc. No. 111, 46th Congress, 2d session, relating to located but unconfirmed private claims which document contains a letter from the Secretary of the Interior dated March 8, 1880, and addressed to the President of the Senate, (marked "Exhibit No. 1 C. S. B.")

To the seventh interrogatory, he answers and says:—

575 7. See my answer to interrogatory No. 6. I do not attach a certified copy of the said executive document. No. 111, for the reason that this office does not furnish certified copies of public documents that have been printed under order of Congress. I have

been informed that a certified copy of so much of the report of the surveyor general of Louisiana as relates to section forty-seven, township nine—south range two west, Louisiana meridian, has already been furnished by the said surveyor general.

To the eighth interrogatory, he answers and says :—

8. I attach hereto certified copies of the letters written to and from the General Land Office relative to section forty-seven, township nine south range two west Louisiana meridian, (marked "Exhibit No. 2, C. B. S.")

To the ninth interrogatory, he answers and says :—

9. The General Land Office is the depository of original surveys of the public lands, or of duplicates of such original surveys; and while there are on file in the General Land Office surveys of section forty-seven, township nine, south of range two west, I do not attach certified copies thereof, for the reasons that I have been informed that such copies have been furnished by the surveyor general.

To the tenth interrogatory he answers and says :—

10. See my answer to interrogatory No. 9.

To the eleventh interrogatory, he answers and says :—

11. I refer to sec. 453 and 454 of the U. S. Revised Statutes.

To the first and second cross-interrogatories he answers and says :—

Cross interrogatories Nos. 1 and 2:

The letter from the Secretary of the Interior to the President of the Senate dated March 8, 1880 is not on file in the General Land Office.

The report of the surveyor general dated February 19, 1880, is on file in the General Land Office; but I do not furnish a certified copy of the same for the reason that the money has not been deposited to pay for such copy; moreover, I have been informed that a certified copy has been furnished by the surveyor general, and I am requested not to furnish copies that have already been secured.

576

All of which above answers were reduced by me to writing and typewriting by me in his presence and were then read over to said witness, who persisted therein, and were then signed by said witness in my presence.

In faith whereof I have hereunto set my hand and seal of office this 17th day of June, A. D. 1902.

CHARLES S. BUNDY,
Commissioner.

A commissioner of deeds for the State of Louisiana in and for the District of Columbia, and residing therein. My commission expires Dec. 28, 1902.

CHARLES S. BUNDY, Comm.

For Defendants.

Certificate from Binger Hermann, Commissioner of the General Land Office, Certifying that the Annexed Copies Are True and Literal Exemplifications of the Originals on File in His Office, Marked "Exhibit No. 2, C. S. B.," No. 14.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
WASHINGTON, D. C., June 16th, 1902.

I, Binger Hermann, Commissioner of the General Land Office, do hereby certify that the annexed copies of letters written to the General Land Office, relative to the claim of Anthony Corkran in sec. 47, T. 9, S. of R. 2 W., Louisiana meridian, are true and literal exemplifications of the originals on file in this office; and the annexed copies of letters written from the General Land Office relative
577 to the same subject matter, are true and literal exemplifications from the records of this office, the said letters being particularly described as follows:—

Letter dated March 18, 1892, from the receiver of the United States land office, at New Orleans, Louisiana, transmitting appeals of certain homestead claimants; letter dated April 25, 1892 from James L. Bradford, attorney and counsellor at law, New Orleans, Louisiana, containing argument against the homestead claimants; letter dated April 30, 1892 from George O. Elms, Opelousas, Louisiana, containing argument in favor of the homestead claimants; letter from the Commissioner of the General Land Office, dated May 19, 1892, to the register and receiver at New Orleans, Louisiana, containing a decision against the homestead claimants; letter dated November 26th 1892 from James L. Bradford, New Orleans, Louisiana, and reply thereto from the General Land Office, dated November 30, 1892; letter dated November 30, 1892, from the Commissioner of the General Land Office to the register and receiver at New Orleans, Louisiana, and reply thereto, dated January 7, 1893. Letter dated January 8, 1893 from James L. Bradford, New Orleans, Louisiana; letter dated January 12, 1893, from F. M. Rowe, Jennings, Louisiana; letter dated January 16, 1893 from the Commissioner of the General Land Office to the register and receiver at New Orleans, Louisiana; letter dated January 18, 1893 from the Commissioner of the General Land Office to James L. Bradford; letter dated January 19, 1893 from the Commissioner of the General Land Office to F. M. Rowe, Esq.; letter dated September 14, 1893 from Geo. O. Elms, Opelousas, Louisiana, and the reply thereto from the acting Commissioner of the General Land Office, dated November 20, 1893; letter dated May 15, 1894 from Copp and Luckett, attorneys at law, Washington, D. C. and the reply thereto from the Com-
578 missioner of the General Land Office, dated May 21. 1894; letter dated December 7, 1894 from Geo. O. Elms, Opelousas,

Louisiana, and the reply thereto from the Commissioner of the General Land Office, dated December 13, 1894; letter dated December 22, 1894 from Copp and Luckett, Washington, D. C. and the reply thereto from the Commissioner of the General Land Office, dated December 29, 1894; letter dated March 23, 1897 from George O. Elms, Opelousas, Louisiana, and the reply thereto from the Assistant Commissioner *from* the General Land Office, dated April 2, 1897; letter dated October 30, 1897, from the surveyor general of Louisiana, transmitting diagram of sec. 47, T. 9, S. R. 2 W., and another letter from the same officer, same date, transmitting duplicate patent plat of said section; letter dated November 10, 1897, from the Assistant Commissioner of the General Land Office to George O. Elms, Opelousas, Louisiana; letter dated November 27, 1897 from W. W. Duson and brother, Crowley, Louisiana, and the reply thereto from the Commissioner of the General Land Office, dated December 4, 1897; letter dated January 20, 1898 from the Commissioner of the General Land Office to the register and receiver at New Orleans, Louisiana; letter dated January 20, 1898 from the Commissioner of the General Land Office to the surveyor general, New Orleans, Louisiana; letter dated January 24, 1898 from the surveyor general, New Orleans, Louisiana; letter dated October 9, 1901 from Messrs Story and Pugh, Crowley, Louisiana, to the Commissioner of the General Land Office, and reply thereto dated October 16, 1901; letter dated December 13, 1901 from Messrs. Story and Pugh, Crowley, Louisiana, to the Commissioner of the General Land Office, and the reply thereto dated December 31, 1901; letter dated December 23, 1901, from D. Caffery and Son, Franklin, Louisiana, and the reply thereto dated January 6, 1902.

BINGER HERMANN,
Commissioner of the General Land Office.

579 For Defendants.

Letter to the Hon. Commissioner of the Gen'l Land Office, Dated March 15, 1892, from A. S. Jackson, Receiver, New Orleans, La., Marked "No. 14."

UNITED STATES LAND OFFICE,
NEW ORLEANS, LA., Mar. 15, 1892.

Hon. Commissioner Gen'l Land Office, Washington, D. C.

SIR: Herewith I have the honor to transmit the appeals of Eugene Houssiere, Arthur Latreille, Narcisse Cormier, Jr., and Adrienne Dufeux, by their attorney Mr. Geo. O. Elms, of Opelousas, La., from the action of this office in rejecting their homestead applications for land in section 47, tp. 9, S. R. 2 W. La. mer.

All the papers in these cases are enclosed for your consideration.

Very respectfully, A. S. JACKSON, Receiver.

35479—U. S. land office, New Orleans, La., Mar. 15/92.

Receiver transmits appeals of Eugene Houssiere, Arthur Latreille, Narcisse Cormier Jr., and Adrienne Dufeux.

To R. & R. May 19, 1892—Decision.

For Defendants.

Letter from James L. Bradford, Attorney and Counsellor at Law, to the Commissioner of the General Land Office, Washington, D. C., of Date April 25th, 1892.

580 James L. Bradford, attorney and counsellor at law.

Office: Morris building, corner Canal and Camp streets,
Residence: 960 St. Charles avenue.

Practices in the United States courts in Louisiana, Supreme Court, Court of Claims, Department of Interior and General Land Office in Washington, D. C.; United States and State land offices, and office of United States surveyor general in Louisiana; giving special attention to titles and claims to lands, locations and entries of United States and State lands, with cash, land scrip and land warrants; surveys and patents, homestead, pre-emptions, swamp land, selections, railroad lands, &c. &c.

NEW ORLEANS, LA., April 25th, 1892.

To the Commissioner of the General Land Office, Washington, D. C.

SIR: On the 15th March, 1892, the R. & R. here wrote you sending up the appeals of *Narcisse Cormier*, *Arthur Latreille*, *Adrienne Dufleaux* and *Eugene Houssiere*, from their decisions rejecting their several applications to enter under the homestead laws section 47 in T. 9, S. R. 2 W. south-west district, La. The reasons assigned for the rejection being that the land is represented upon their records as the unconfirmed claim of Anthony Corkran and is now pending before Congress for action, as shown on page 25 of the printed report of the Secretary of the Interior, of March 8, 1880, sent to the Senate in obedience to Senate resolutions of Sec'r 2, 1879, being Sen. Ex. Doc. No. 111, 46th Cong. 2nd sess.

581 On Feb'y 22, 1892, all of these applicants filed their separate appeals in the local office, through Mr. Geo. O. Elms, their attorney and by registered mail served notices of appeal on Mr. Henry Gellert, alleged to be the present possessor and owner of the land under the tax title, who now intervenes for the preservation of his rights, and through his undersigned attorney begs leave to file this argument.

An examination of your records, or if they are less complete than those of the surveyor general here (who upon request can furnish the substance of their contents) will show the following facts:

T. 9 S. R. 2 W. was originally surveyed about 1816 by Joseph Aborn, U. S. dep. sur. but the old map constructed from his field notes, though it shows the fact of approval by the principal deputy surveyor, has its date torn off. This map represents section 47 as

divided into 4 lots, by lines parallel to each other and to the upper and lower lines, each lot containing about 160 acres, & numbered 1, 2, 3 & 4 from north to south. But in the table of contents the land is treated as a private claim, and not as public from which an inference arises that the lines were laid down after the approval of the map by inadvertence or without authority. This supposition is strengthened from the fact that there are no courses or distances laid down on the lines & the further fact that there are no field notes showing they were ever in fact run and marked in the field. By this old survey and table of contents the tract has an area of 640 acres.

From 1873 to 1875 the township was re-surveyed by Thibodeau, deputy surveyor who ignored the irregular subdivision of the tract into lots and surveyed it as one entire tract giving it an area of 580.90 acres and treating it in all respects as an unconfirmed claim and not as public land. This re-survey has been long since
582 approved and treated as the basis of all sales, patents and other dispositions of land by the department. As additional proof that Aborn did not sub-divide the tract into lots, but surveyed and returned it as that of Anthony Corkran, I enclose you an uncertified copy of the special plat and certificate of his survey of the claim dated 30 Dec'r, 1816, and approved 21st May, 1817; the original being in the office of the surveyor general here.

It is not material to unfold to you the nature or sources of Mr. Gellert's title to this land, though I will state that the appellants' statement of it is unjust and not born- out by the facts. But I assume that the bureau will not constitute itself, in this stage of the proceedings, at least, a court to try the question of title or no title in Mr. Gellert. The question is, should you order the hearings asked by the applicants, in view of the facts shown by themselves? And this I should submit should not be done. In 1880, as shown by the Senate document referred to, Congress took the whole matter of the *located and unconfirmed* claims in Louisiana unto consideration, and your office has ever since refused to take any steps looking to the disposition of any such claims save to persons in some way connecting themselves with the supposed claimants, but never to persons wholly unconnected, either by possession or title, with the land, or with the ancient owner or claimant.

To show that this has been your practice, I refer you to your letter of the 12th June, 1877 to Hon. R. L. Gibson, (cited on p. 46 Gen'l L. O. report for 1877) and your later letter to the same gentleman, of April 11, 1890, of which I submit a copy for greater convenience of reference. These letters are but mere items in the great and uniform current of letters, rulings & decisions, of your bureau"
of the department on the subject; all of which tend to the
583 same point. And that is not to lend the aid of the Land Department in creating or originating a right to any of these anomalous lands, especially in favor of mere strangers to the title

or possession, but to leave the subject to Congress, where it has been ever since the department made its report in 1880.

The appellants, by their own allegations, are utter strangers in title and possession, to these lands and allege no privity in blood or estate with Anthony Corkran or Gellert, or any one else shown ever to have possessed or claimed the same, and their only ground of claim is that no one knows who really owns the land, and that the Government should — add to the confusion and to the misfortune of the true owner who ever he may be, by intruding with its strong arm and undertaking to make a donation of them to themselves. Robbing Peter to pay Paul is bad enough, but robbing Peter to give to Paul is horrible.

I respectfully submit that these applications be denied and that in each case the action of the register and receiver be sustained.

Very respectfully, your ob't serv't,

J. L. BRADFORD,
Att'y for Henry Gellert.

I, James L. Bradford, do solemnly swear that I sent a true and correct copy of the within by registered mail to George O. Elms, att'y for homestead claimants, enclosed in an envelope plainly addressed to him to Opelousas, St. Landry parish, La. on Ap'l 26, 1892, as per attached receipt for registered letter No. 3737.

J. L. BRADFORD.

Sworn to and submitted by the said J. L. Bradford at New
534 Orleans, La. this 26 Ap'l 1892.

WM. H. WRIGHT,
Notary Public.

(Copy of Registry Receipt.)

Registered letter No. 3737, P. O. New Orleans, La.

Received April 26, 1892, of J. L. Bradford, Morris bldg., a letter addressed to George O. Elms, Opelousas, La.

S. M. EATON, P. M.,
Per D. W. B.

LAND OFFICE.

Received April 28, 1892.

J. L. BRADFORD.

New Orleans, La., April 25, 1892.

For Defendants.

Letter Addressed to Hon. Commissioner General Land Office at Washington, D. C., from George O. Elms, Dated April 30th, 1892, Marked No. 14.

George O. Elms, notary public, U. S. deputy surveyor, civil engineer; entries made in United States and State land offices; maps of all townships in southwestern Louisiana, abstracts of entries in St. Landry, Calcasieu, &c.; lands bought, sold, surveyed and examined; taxes paid for non-residents.

Late 1st lieut. corps of engineers, C. S. A.
Thirty-seven years in Louisiana.

OPELOUSAS, LA., April 30th, 1892.

585 Hon. Commissioner General Land Office, Washington, D. C.

SIR: I am in receipt of a copy of a letter to you from J. L. Bradford Esq. of New Orleans of 25th inst. regarding the appeals made to you from deci-ons of R. & R. New Orleans, rejecting the homestead applications of Narcisse Cormier Jr., Arthur Latreille, Adrienne Dufeux and Eugene Houssiere for lots Nos. 1-2-3 and 4 respectively of sec. 47 in T. 9 S. R. 2 W.

I had thought this matter was between the Government and the homestead applicants, Mr. Bradford's only excuse for his interference lies in the fact that he is the attorney of one Gellert, himself a stranger to the land.

In my appeals to you I allege 1st. That the land is public land in law and in fact. That it has always — so considered in the vicinity. That it had never been claimed or occupied—that it had — been assessed for—or paid taxes until Gellert unlawfully caused it to be assessed and sold for taxes, it could not and did not owe.

Secondly. That Gellert has no more right to it than any other citizen of the United States, and

Thirdly. That Gellert has no right at all to the land—he moved off his own land, which he had acquired from the Government as a homestead (lot No. one of sec. 41 in that township) on to this land—he was at the time the owner of more than 320 acres of land in that parish—and he has since moved away into another parish—but still unlawfully retains possession of this land to the exclusion of my clients—who are entitled to enter it, as it is vacant and unappropriated public land.

586 Mr. Bradford says: "It is not material to unfold to you the nature of sources of Mr. Gellert's title to this land, etc." yet he asks you to refuse me the right to show that it is public land to which my clients are entitled and that Gellert's title was founded on fraud.

He said this right to show that the land is public land should be refused me because the whole matter is in the hands of a committee of Congress—who are to pass upon the validity or non-validity of the claim (not of Gellert's) of Anthony Corkran to the land, now, sir, it seems to me that that of itself is the best possible reason why the hearing I ask for should be allowed. How else is the committee to be informed in regard to the rights and claims of Corkran to the land, has he any documentary or any other evidence to show that Anthony Corkran, his heirs or assigns ever set up any claim to the land? Does he expect that even if Congress should confirm the title to Corkran, his heirs or assigns, that Gellert can connect himself with the land by a tax title—itself a fraud on its face?

I respectfully ask that the hearing may be ordered, and that it may include the claims of any and all persons to the land. I again assert that Corkran—who lived and died in this parish never claimed the land—that his heirs, many of whom are here yet, never did set up any claims to the land, and that in these assertions I am borne out by the records of the parish which are intact, complete and extend back to 1777.

Respectfully yours,

GEORGE O. ELMS,
For Homestead Claimants.

For Defendants.

587 Letter from Thos. H. Carter, Commissioner, to Register and Receiver at New Orleans, La., of Date May 19, 1892, Marked No. 14.

Refer in reply to this initial "D."

W. O. C. E. C. S. 2 R. C. W. D. S.

Address only the Commissioner of the General Land Office.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
WASHINGTON, D. C., May 19, 1892.

Register and receiver, New Orleans, La.

GENTLEMEN: I am in receipt of the receiver's letter of the 15th March last, with its enclosures. The enclosed papers are forwarded here as appeals from the register's rejection of the homestead applications of Eugene Houssiere, Arthur Latreille, Narcisse Cormier Jr. and Adrienne Dufeux.

These applicants apply to enter lands in the S. W. dist. Louisiana, as follows, viz:—

Eugene Houssiere, lot 4 or S² of S² of sec. 47 in tp. 9 S. R. 2 W.
Arthur Latreille " 2 S² " N² " " " " " " " " "
Narcisse Cormier Jr. " 1 " N² " N² " " " " " " " " "
Adrienne Dufeux " 3 " N² " S² " " " " " " " " "

The only endorsement on these applications is "Rejected Feb'y 18/92." Mr. Geo. O. Elms of Opelousas, La. is the attorney for said applicants. The register's rejection of said applications is contained in letters addressed under date of February 18, 1892 to Mr. Geo. O. Elms of Opelousas, La. These letters state that the aforesaid applications were filed by Mr. Elms "on Dec. 26/91 without de-
588 posit" and that the same are "rejected, for the reason that said section 47 is embraced in the unconfirmed private land claims of Anthony Corkran, which is now pending before Congress." "Thirty days are allowed for appeal from this action."

The appeal is dated Feb. 22, 1892. Mr. Elms admits that a person by the name of Gellert purchased this Cockran claim at a tax sale and took possession of the land. Mr. Elms also states that he understands Mr. Gellert is now before Congress seeking confirmation of his title claiming as he, Mr. Evans, supposes under Corkran. I find on file here a plat of survey of said township approved in 1817 and afterwards again, after some additional surveying approved in *1830*. This plat shows that said sec. 47 has lines drawn through it dividing it into four parts and a figure places in each part commencing with the figure 1 and ending with 4. This section 47 is reported in the table of contents on the plat as being claimed by the leg' repn" of Anthony Corkran no confirmation or entry thereof found." No reference in this table of contents is made to said divisions represented on the plat. I am unable to find any field notes to show that this sec. 47 was officially divided into tracts 1, 2, 3 and 4 and therefore conclude that the dividing lines on the plat are there without any official sanction.

I also find on file here a plat of the re-survey of said township, approved in 1875, Sec. 47 by this re-survey is not sub-divided but is reported as containing 580.90 acres and as being "claimed by Anthony Corkran—no confirmation." In respouse to Senate resolution of Dec. 2, 1879, the honorable Secretary of the Interior forwarded Mar. 8, 1880, to the President of the Senate a report made February 19, 1880 by the U. S. surveyor general of Louisiana on located but unconfirmed private land claims in said State. The Corkran
589 claim is included in this report. This report is printed as Senate Ex. Doc. No. 111, 46th Congress 2nd session.

Prior to this report this office had called the attention of Congress to the anomalous condition of these claims (see reports of this office of 1874 pp. 75 to 79 and of 1877 pp. 221 and 222).

This office in its report of 1877, in speaking of these claims used this language namely:—"Practically, the United States can make no disposition of the lands covered by these claims, and they would not if they could." There are in Louisiana about 288 claims in a similar condition to the Corkran claim. These claims cover about

80,000 acres of land, embracing in their limits valuable plantations, and farms and have long since been surveyed and represented upon the township plats. Following the policy adopted by this Government, namely that the lands embraced by these claims are not *public lands* in a sense that makes them subject to disposition under the general land laws of the United States and being of the opinion that it is my duty to await the future direction of Congress in reference to the disposition of the lands in question and there being no good or sufficient reason for my making an exception in the matter of said applications to enter the lands surveyed for Corkran. I have therefore affirmed your action in each of said cases. You will give due notice to all parties in interest of this ruling and of their right of appeal therefrom to the honorable Secretary of the Interior and at the proper time report the action had to this office.

Respectfully, THOS. H. CARTER,
Commissioner.

590 For Defendants.

Letter from J. L. Bradford, of New Orleans, to Commissioner General Land Office, Washington, D. C., of Date Nov. 26th, 1892.

James L. Bradford, attorney and counsellor at law.

Office: Morris building, corner Canal and Camp streets.
Residence: 960 St. Charles avenue.
Practices in the United States courts in Louisiana; Supreme Court, Court of Claims, Department of Interior and General Land Office in Washington, D. C.; United States and State land offices, and office of United States surveyor general in Louisiana; giving special attention to titles and claims to lands, locations and entries of United States and State lands, with case, land scrip and land warrants; surveys and patents, homesteads, pre-emptions, swamp land selections; railroad lands, &c., &c.

Div. "D."

NEW ORLEANS, LA., Nov. 26th, 1892.

To the honorable Commissioner of the General Land Office, Washington, D. C.

SIR: On Feb'y 22nd last George O. Elms, as attorney for four settlers took appeals to you from the refusal of the R. & R. here to allow their homestead applications for portions of sec. 47 T. 9 S. R. 2 W., La. mer., being the private claim of Anthony Corkran. About May last you decided against the applications in a letter to the R. & R., & I think Mr. Elms appealed. Mr. Smith of div. D. has the case in immediate charge.

Will you be kind enough to inform me if appeals were in
591 fact taken to the Sec'y and if so, is the record before him. If no appeals were taken, please state the fact, and that in consequence thereof the cases are closed.

Very respectfully,
Your ob't serv't,

J. L. BRADFORD,
Att'y for H. Gellert.

For Defendants.

Letter from W. H. Stone, Commissioner General Land Office, Washington, D. C., to Jas. L. Bradford, of New Orleans, La., of Date Nov. 30", 1902, Marked No. 14.

Refer in reply to this initial "D."
Address only the Commissioner of the General Land Office.

DEPARTMENT OF THE INTERIOR, W. D. S.
GENERAL LAND OFFICE, I. R. C.
WASHINGTON, D. C., November 30/1892.

J. L. Bradford, Esq., New Orleans, Louisiana.

SIR: In reply to the inquiries contained in your letter of the 26th instant I enclose herein a copy of the office letter of this date, addressed to the R. & R. at New Orleans, Louisiana, calling for a report as to the action taken by them under the ruling made by this office in the matter of application to enter lands surveyed in said State, in the name of Anthony Corkran, designated as sec. 47 in tp. 9, S. R. 2 W.

Respectfully,

W. M. STONE,
Commissioner.

592 For Defendants.

Letter from W. M. Stone, Commissioner General Land Office, to Register and Receiver, New Orleans, Louisiana, Dated Nov. 30/1892, Marked "No. 14."

Refer in reply to this initial "D."
Address only the Commissioner of the General Land Office.

DEPARTMENT OF THE INTERIOR, W. D. S.
GENERAL LAND OFFICE, I. R. C.
WASHINGTON, D. C., November 30, 1892.

Register and receiver, New Orleans, Louisiana.

GENTLEMEN: This office on the 19th of May last rendered a decision in the matter of the appeals from your ruling in the case of applications to make entries of lands surveyed as sec. 47 in tp. 9, S. R. 2 W., Louisiana. This survey is in the name of Anthony

Corkran, being a located but an unconfirmed claim. This office in said decision sustained your ruling, rejecting said applications.

Please report at once the action taken by you, under the decision above referred to; and what response the applicants have made, if any to your notice to them of the action taken by this office in said cases.

Respectfully,

W. M. STONE,
Commissioner.

593 For Defendants.

Registry Return Receipt from Post Office at New Orleans, La., to Post Office at Opelousas, La., Addressed to George O. Elms, of Date Jun- 2, 1892, Marked No. 14.

Registry return receipt, sent Jun- 2, 1892, ——, 189–.

Reg. No. 8724. From Post office at New Orleans, La.

Reg. Letter } Addressed *C. O. Elms*,
Reg. Parcel } Post office at *Opelousas, La.*

After obtaining receipt below, the postmaster will mail this *card, without cover and without postage, to address on the other side.*

Received the above described registered { *Letter / Parcel

(Sender's name on other side.)

Sign on dotted lines to the right.

When delivery is made to other than addressee, the name of both addressee and recipient must appear. { *George O. Elms.* ..... / .....

* Erase letter or parcel according to which is sent.

Reverse Side of Registry Receipt.

When the registered letter or parcel accompanying this card is delivered, the postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of $300 is fixed by law for using this card for other than official business.

594 Post office Department.
Official business.

Post office at..... { Stamp here name of post office Opelousas and date of delivery.

Return to
Name of sender: *U. S. Land Office.*

Street and number or post-office box. .....

Post office at New Orleans, county of Orleans, State of Louisiana.

For Defendants.

Letter from Chas. C. Palfrey, Register, to Hon. Commissioner General Land Office, Washington, D. C., of Date Jan'y 7 / 1893, Marked No. 14.

United States Land Office.

NEW ORLEANS, LA., January 7, 1893.

Hon. Commissioner General Land Office, Washington, D. C.

SIR: Referring to your letters D, dated respectively May 19 and November 30, 1892, I have the honor to report that G. O. Elms, attorney for applicants, was on June 2, 1892, notified of your decision affirming the action of this office rejecting applications for entry under the homestead law of lands in sec. 47, tp. 9 S., R. 2 W., La. mer., and after the expiration of 60 days—has failed to respond.

I enclose registry return receipt as evidence of service of notice.

Very respectfully, CHAS. C. PALFREY, Register.

J. C. P.

595 For Defendants.

Letter from Jas. L. Bradford, Att'y at Law, to Commissioner General Land Office, Washington, D. C., Dated Jan'y 8th, 1893, Marked No. 14.

Div. D.

James L. Bradford, attorney and counsellor at law.

Office: Morris building, corner Canal and Camp streets. Residence 960 St. Charles avenue.

Practices in the United States courts in Louisiana; Supreme Court, Court of Claims, Department of Interior, and General Land Office in Washington, D. C.; United States and State land offices, and office of United States surveyor general in Louisiana; giving

special attention to titles and claims to lands, locations and entries of United States and State lands, with cash, land scrip, and land warrants; surveys and patents, homesteads, pre-emptions, swamp land selections; railroad lands, &c., &c.

NEW ORLEANS, LA., Jan'y 8th / 1893.

Hon. Commissioner General Land Office, Washington, D. C.

SIR: Having reference to yours to the R. & R. here and to me, of Nov. 30th last, div. D, I have the honor to inform you that the report contemplated therein and called for by your said letter to the R. & R. was made to you by their letter of 7th inst. and I have to request, therefore, that you make, at an early day, if practicable, the proper disposition of the matter of the rejected homestead applications for sec. 47, T. 9, S. R. *S* W. La. mer., being the unconfirmed claim of Anthony Corkran.

596 Very respectfully, your ob't serv't,

J. L. BRADFORD.

J. C. P.

General Land Office—Received Jan'y 11, 1893 3938—Ans. Jan'y 18, 1893.

For Defendants.

Letter from F. M. Rowe, of Jennings, La., to Hon. L. A. Groff, Commissioner U. S. Gen'l Land Office, Washington, D. C., of Date Jan'y 12/93, Marked No. 14.

JENNINGS, LA., January 12th, 1893.

Hon. L. A. Groff, Commissioner U. S. Gen'l Land Office, Washington, D. C.

SIR: You will greatly oblige me by informing me whether or not sec. 47, tp. 9, S. R. 2 west La. mer., claimed as a grant to Anthony Corkran has been approved; and if it has not been approved whether any efforts are being made to procure the approval thereof.

Yours respectfully, F. M. ROWE.

For Defendants.

Letter from W. M. Stone, Commissioner Gen'l Land Office, Washington, D. C., to Register and Receiver at New Orleans, La., of Date Jan'y 18th, 1893, Marked No. 14.

Refer in reply to this initial " D."

597 DEPARTMENT OF THE INTERIOR, W. D. S.
GENERAL LAND OFFICE, I. R. C.
WASHINGTON, D. C., January 16, 1893.

Address only the Commissioner of the General Land Office.

Register and receiver, New Orleans, Louisiana.

GENTLEMEN: On the 19th of May, 1892, this office affirmed your decision rejecting the applications of Eugene Houssiere, Arthur Latreille, Narcisse Cormier Jr., and Adrienne Defeux to enter certain lands which have been designated by survey as sec. 47 in tp. 9 S., R. 2 W. S. W. dist., Louisiana.

On the 7th inst. the register reported that G. O. Elms, attorney for applicants was on June 2, 1892, notified of the action of this office in said cases and that no response had been made thereto. As evidence of the service of said notice the register forwards registry return receipt from the post office at New Orleans, Louisiana. This receipt shows that Mr. Elms received this notice as early as June 4, 1892.

From the foregoing it appears that the time allowed for appeals in these several cases after notice has expired and that no appeal by said applicants or either of them has been taken there from to the honorable Secretary of the Interior. Said applicants having failed to prosecute their respective cases by appeals, the decision of this office herein referred to has become final and the aforesaid cases and each of them are hereby closed and you will in the future regard the matter involved as finally settled and disposed of. The papers in the matter of said rejected applications are herewith returned to be placed on your files.

Respectfully,

W. M. STONE,
Commissioner.

598 For Defendants.

Letter from W. M. Stone, Commissioner General Land Office, to James L. Bradford, New Orleans, La., of Date January 18, 1893, Marked No. 14.

Refer in reply to this initial " D."
Address only the Commissioner of the General Land Office.

DEPARTMENT OF THE INTERIOR, W. D. S.
GENERAL LAND OFFICE, I. R. S.
WASHINGTON, D. C., January 18, 1893.

James L. Bradford, Esq., New Orleans, Louisiana.

SIR: Referring to your letter of the 8th I have now to inform you that on the 16th instant this office addressed a communication to the R. & R. at New Orleans, Louisiana, closing the cases on account of the decision of this office, May 19, 1892 having become final for want of appeals therefrom in the matter of the applications of Eugene Houssiere, Arthur Latreille, Narcisse Cormier, Jr. and Adrienne Dufeux to make homestead entries of lands surveyed as section 47 in township 9 south R. 2 west S. W. district Louisiana shown upon official plats of this office as the surveyed but unconfirmed claim of Anthony Cochran.

Respectfully,

W. M. STONE,
Commissioner.

For Defendants.

Letter from W. M. Stone, Commissioner General Land Office, to F. M. Rowe, Jennings, La., Dated Jan'y 19, 1893, Marked No. 14.

DEPARTMENT OF THE INTERIOR, W. D. S.
599 GENERAL LAND OFFICE, I. R. C.
WASHINGTON, D. C., Jan'y 19, 1893.

Refer in reply to this initial " D."
Address only the Commissioner of the General Land Office.

F. M. Rowe, Esq., Jennings, Louisiana.

SIR: Referring to your letter of the 12th instant I have to inform you that the claim of Anthony Cockran, surveyed as section 47 in township 9 S. range 2 W. S. W. district La. is a claim for which no confirmation is found.

There are a large number of such claims in Louisiana, and it has been the policy of this Government thus far, to treat the land covered by these surveys as reserved from disposal under the public land laws of the United States. The Senate of the United States by resolution called for a report on these surveyed but unconfirmed

claims in Louisiana and in obedience thereto this office furnished the Senate with a list of said claims which list had been prepared by the surveyor general.

The matters involved are still before the Senate unacted upon so far as this office has been advised in the premises.

Respectfully,

W. M. STONE,
Commissioner.

For Defendants.

Letter from Geo. O. Elms, of Opelousas, La., to Commissioner General Land Office, Dated Sept. 14th, 1893, Marked No. 14.

Late 1st lieut., corps of engineers, C. S. A.; thirty-seven years in Louisiana.

Geo. O. Elms, notary public, U. S. deputy surveyor, civil engineer.

600 Entries made in United States and State land offices; maps of all townships in southwest Louisiana; abstracts of entries in St. Landry, Calcasieu, etc.; lands bought, sold, surveyed, and examined; taxes paid for non-residents.

OPELOUSAS, LA., Sept. 14th, 1893.

Hon. Commissioner General Land Office, Washington, D. C.

SIR: Arnaudet Laurent settled on lot No. 1—Arthur Latreille on lot No. 2—Widow Houssiere on lot No. 3—and Eugene Houssiere on lot No. 4 (old map) of sec. 47 T. 9 S. R. 2 W. La. "The claim of Anthony Cockran No confirmation or entry found" this was in November 1892 they went on said land without breaking or disturbing in any way the fence or enclosure of any one, and they are now living there in possession.

This claim has been since the earliest times—always been considered as public land—it was considered by the Land Department in 1830 when the surveyor divided it into four lots—it was always so considered by the people living in the vicinity—as there was no one to claim it or to pay taxes on it—it was absolutely "vacant and unappropriated public land" up to the time when my clients went on it. In 1887 one Henry Gellert—who had a homestead entry on sec. 41 and had resided thereon for five years—conceived the idea—although it was unclaimed by any one—that he would have it assessed for taxes, and as there was no one interested—that he would be able to buy it at tax sale for a few dollars—accordingly he caused it to be assessed in the name of Anthony Cockran, and in 1888 he bought it for a few dollars—he never attempted to take possession of any portion of it until two years ago when he made a little field on a small portion of lot No. 4 next to the woods—but almost the entire claim was vacant and unappropriated at the time my clients went on the land in Nov. last.

601 Gellert has lately (with a view of frightening my clients) brought suit against them for damages and possession, and it is necessary for us to defend ourselves.

I want a certificate from you—showing that said claim is not confirmed—that it is now before Congress under the act of June 22nd 1860 (and the re-enactment of said act) to be confirmed or rejected—that the United States has not parted with its title to the said land—that any disposition thereof is prohibited by the 8th section of the act of June 22nd, aforesaid, &c., &c.

Please let me know the cost of such certificate and I will remit at once.

Respectfully yours, GEORGE O. ELMS.

For Defendants.

Letter from Edw. A. Bowers, Acting Commissioner General Land Office, to Geo. O. Elms, Opelousas, La., of Date Nov. 20, 1893, Marked No. 14.

Refer in reply to this initial "D.
Address only the Commissioner of the General Land Office.

DEPARTMENT OF THE INTERIOR, W. L. K.
GENERAL LAND OFFICE, W. H. W.
WASHINGTON, D. C., November 20, 1893.

Geo. O. Elms, Esq., Opelousas, La.

SIR: I have had under consideration your letter of Sep. 14th last relative to the surveyed, but unconfirmed claim in the name of Anthony Cockran, represented on the official township plat of survey as sec. 47, T. 9 S. R. 2 W. late south western district of Louisiana.

602 You ask me to furnish a certificate "showing that said claim is not confirmed, that it is now before Congress under the act of June 22nd 1860, (and the re-enactment of said act) to be confirmed or to be rejected, that the United States has not parted with its title to the said land; that any disposition thereof is prohibited by the 8th section of the act of June 22d aforesaid &c. &c."

I have to state in reply *ahi* there is nothing on the record of said claim before this office showing that it was ever presented and reported to Congress under the provisions of the act approved June 22, 1860. (12 Stat*d*. 85) and the legislation supplemental thereto. If this claim *had* been reported to Congress, under said acts, the land involved would be in a state of legislative reservation, under section 8 of the original act, as you suggest, "until the final decision shall be made on the validity of such claim." The unconfirmed Cockran claim was transmitted to Congress in a schedule with many others of a simil*e*r character, pursuant to Senate resolution dated Dec. 2, 1879 as set forth in Commissioner Carter's decision in this case

dated May 19th 1892 (copy herewith). You will find this schedule of claims the surveyor general's report, &c. printed in Ex. Doc. No. 111, 46th Cong. 2nd session. In any event however, I could not furnish you with a certificate of the nature you desire. As provided in the Revised Statutes this bureau can furnish copies under certificate and seal, of any thing comprised in its records and files; but will not certify to a compilation—a statement or facts or conclusions. A certified transcript of anything *on file or of record* in said case, in this office, will be furnished, if wanted, upon payment of the legal fee therefor.

Very respectfully, EDW. A. BOWERS,
Acting Commissioner.

603 For Defendants.

Letter from Messrs. Copp & Luckett, Attorneys at Law, to Hon. S. W. Lamoreaux, Commissioner General Land Office, Dated May 15th, 1894, Marked No. 14.

Div. "D."

17581. #621—E.

Henry N. Copp, Sam D. Luckett, George Earle, Jr.

Copp & Luckett, attorneys at law, Washington, D. C., 707 G street north west.

MAY 15, 1894.

Hon. S. W. Lamoreux, Commissioner General Land Office.

SIR: We have been employed by settlers on sec. 47, T. 9 S., R. 2 W., Opelousas, La. land district, to assist them in procuring title to their lands, which are also claimed by the unconfirmed private land claim of Anthony Cockran. In view of the fact that the private land claim has been pending for a long time, we desire to ask if some thing cannot be done to relieve the land from the same, in order that the settlers may acquire title. Kindly oblige us of all action taken by your office in this matter, from time to time, and oblige,

Yours respectfully, COPP & LUCKETT.

For Defendants.

Letter from Hon. S. W. Lamoreux, Commissioner, to Messrs. Copp & Luckett, of Washington, D. C., of Date May 21, 1894, Marked No. 14.

Refer in reply to this initial " D."

53105—1894. W. L. K. W. H. W.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
WASHINGTON, D. C., May 21, 1894.

604 Address only the Commissioner of the General Land Office.

Messrs. Copp & Luckett, att'ys-at-law, Washington, D. C.

GENTLEMEN: I am in receipt of your letter of the 15th inst. in relation to the interests of certain settlers on private land claims section No. 47, T. 9 S., R. 2 W., S. W. dist. La; which section comprises the surveyed but unconfirmed private claim of *Anthony Cockran*.

The applications of persons to enter this land as homesteads were denied by the district land office and, upon appeal by this office by decision rendered May 19, 1892. No appeal therefrom being taken the case was closed per letter addressed to the register and receiver on Jan. 16, 1893; and the decision became final.

Referring to your inquiry whether some thing cannot be done to relieve the land from this claim, in order that settlers may acquire title, I have to say that said unconfirmed Cochran claim is not before this office in any form at this time, and, I am of the opinion that further legislation by Congress is necessary to enable this bureau to dispose of the lands (under the provisions of the laws relating to public lands) embraced in the aforesaid private claim, and others of a similar character in the State of Louisiana.

I quote from said office decision of May 19, 1892, as follows: " In response to Senate resolution of Dec. 2, 1873, the Hon. Secretary of the Interior forwarded Mar. 8, 1880 to the president of the Senate a report made February 19, 1880 by the U. S. surveyor general of Louisiana on located but unconfirmed private land claims in said State. The Cochran claim is included in this report.

" This report is printed as Senate Ex. Doc. 111—48th Con-
605 gress, 2nd session." Prior to this report this office had called the attention of Congress to the anomalous condition of these claims, (see reports of this office of 1874 pp. 74 to 79 and of 1877, pp. 221 and 222). This office in its report of 1877 in speaking of these claims used this language, namely, Practically the United States can make no disposition, of the land covered by these claims,

and they would not if they could &c. Said decision and the record in the case is open to your inspection.

Respectfully, S. W. LAMOREUX,
Commissioner.

For Defendants.

Letter from Geo. O. Elms to Commissioner General Land Office, of Date Dec. 7th, 1894, Marked No. 14.

OPELOUSAS, LA., Dec. 7th, 1894.

Hon. Commissioner General Land Office, Washington, D. C.

SIR: My clients—Arthur Latreille—Eugene Houssiere and others—settlers on sec. 47 T. nine S. R. two (2) W. La.—whose applications to enter portions of said land under the homestead acts have had instituted against them in the local courts—a suit to eject them, and for damages, etc. at the trial they showed that the land has from time immemorial—until the past few years—been unoccupied and unclaimed—that the U. S. surveyor who last surveyed there—said the land was public land—that it has always been so considered and that they, themselves, went onto the land and took possession of it peaceably—no one resisting or making objection and that the land was not enclosed. At said trial—it was urged by the prosecutor—the claimant under tax title—that the claim had been confirmed to the representatives of Cockran—of course they
606 could not show anything of the kind—but the suit is annoying to my clients, and they wish to procure from your office a certificate to the effect that said claim is before Congress under the act of June 22d 1860 (1858?)—for confirmation or rejection, and that up to date it is not confirmed. What will be the cost of such a certificate?

Yours very respectfully, GEO. O. ELMS.

For Defendants

Letter from S. W. Lamoreux, Commissioner, to Geo. O. Elms, of Date Dec. 13th, 1894, Marked No. 14.

Refer in reply to this initial "D"
Address only the Commissioner of the General Land Office.

126857. 1894.

DEPARTMENT OF THE INTERIOR, W. L. K.
GENERAL LAND OFFICE, W. H. W.
WASHINGTON, D. C., December 13th, 1894.

Geo. O. Elms, Esq., Opelousas, La.

SIR: I am in receipt of your letter of the 7th instant *in re* the land embraced in the surveyed but unconfirmed claim in the name of

"*Anthony Cockran*" viz: sec. 47—T. 9 S. of R. 2 *W1*, late south western dist. of Louisiana. This claim was the subject of a decision by this office dated May 19, 1892, which became final on Jan. 16, 1893. You desire to obtain a certificate from this office "that said claim is before Congress under the act of June 22d 1860 (or 1858) for confirmation or rejection, and that up to date is is not confirmed" and inquire the cost of such a certificate.

In reply I have to state that this bureau certifies to copies and excerpts from its records and files, as provided by law, but does not certify to ascertain facts or compilations of *data* from such
607 files and records. The records here fail to show that the claim in question has been presented to Congress under said act of 1860, or any other act, but as set forth in office decision of May 19, 1892, the U. S. Senate by resolution of Dec. 2, 1879, called for a report as to these unconfirmed private land claims in the State of Louisiana. The surveyor general at New Orleans was called upon to prepare a complete list of such claims, and his report and tabulation dated Feb. 19, 1880, was forwarded to the President of the Senate on March 8, 1880, by the Hon. Secretary. The "Cockran" claim (580.90 acres) is included in said report which is printed as Senate Ex. Doc. No. 111, 46th Congress, 2nd session. I have no copies of this printed document on hand for distribution, but you can undoubtedly obtain one through your representative in Congress or by application to Mr. Amzi Smith, superintendent of the Senate document room. These unconfirmed claims in La. located in place by U S. surveys, have been considered to be pending action in the Senate since the date when they were reported by the department as aforesaid under the said resolution. Some of them have since that date received confirmatory action, and it is evidently within the jurisdiction of the Congress to finally recognize and confirm or to reject, all or either of the aforesaid inchoate claims.

Very respectfully, S. W. LAMOREUX,
Commissioner.

For Defendants.

Letter from Messrs. Copp & Luckett to Hon. S. W. Lamoreux, of Date Dec. 22, 1894, Marked No. 14,

Div. "D."

Henry N. Copp. Sam D. Luckett.

Copp & Luckett, attorneys-at-law, Washington, D. C., 706 8th street northwest.

19765. No. 621. H.

608 DECEMBER 22, 1894.

Hon. S. W. Lamoreux, Commissioner General Land Office.

SIR: In the matter of the conflict between certain settlers on lands in sec. 4—T. 9 S., R. 2 W. Opelousas land district, La., and the private

land claim of Anthony Cochran, and settlers on lands in sec. 31, T. 5 S. R. 2 W. same land district, and the private land claim of Antoin Boisdore (unapproved) we desire to know whether or not there has been any change in the status of said private land claims, or said tracts of land. These private claims are now pending, you will remember, before the Senate Committee on Private Land Claims.

By replying to this letter at your earliest convenience, you will greatly oblige us.

Very respectfully, COPP & LUCKETT.

J. C. P.

For Defendants.

Letter from Hon. S. W. Lamoreux, Commissioner, to Messrs. Copp & Luckett, of Date December 29, 1894.

Refer in reply to this initial "D."
Address only the Commissioner of the General Office.

DEPARTMENT OF THE INTERIOR, W. L. K.
GENERAL LAND OFFICE, W. H. W.
WASHINGTON, D. C., December 29, 1894.

Messrs. Copp & Luckett, atty's-at-law, Washington, D. C.

GENTLEMAN: I am in receipt of your letter of the 22d instant inquiring as to any change in the status of the surveyed, but
609 unconfirmed private land claims in Louisiana, in the names of "*Anthony Cochran*" and *representatives* of *Antoine Boisdore*." (See Ex. Doc. No. 11, 46th Cong. 2d sess.)

In reply, you are referred to office letters addressed to you on May 21 and 26, 1894, respectively, concerning the legal status of the above mentioned claims, and I have to state further, that the condition of the claims before this office, has not changed, as far as I am aware, since the aforesaid replies were made to your inquiries in the premises. I have no official information as to any pending legislation looking to the recognition of title acquired under said alleged private claims or for the protection of the interests of parties now in possession, and enjoying the unsufruct of the tracts of lands in question.

Very respectfully, S. W. LAMOREUX,
Commissioner.

For Defendants.

Letter from Geo. O. Elms to Hon. Commissioner General Land Office of Date March 23rd, 1897, Marked No. 14.

OPELOUSAS, LA., March 23rd, 1897.

Hon. Commissioner General Land Office, Washington, D. C.

SIR: As representing the settlers on the *petended* claim of "Anthony Cockran sec. 47 T. 9 S.—R. 2 W." I have to enter this my pro-

test against the issue of patent for said land to any one claiming under Cockran (or Corkran) said land has always been considered as public domain—has never been claimed or occupied—by Corkran or by any one claiming under him—until in 1887 or 1888 it was sold for taxes—which sale was an absolute nullity—there are four (4) settlers on said land whom I represent and at the proper
610 time and place am prepared to show that said land is and always has been the property of the United States.

Respectfully, GEORGE O. ELMS.

For Defendants.

Letter from Hon. E. F. Best, Ass't Commissioner General Land Office, to George O. Elms, Dated April 2d, 1897, Marked No. 14.

S. W. W. G. McC. Y. P. 30635—30636—30637—1897.

Refer in reply to this initial "G."
Address only the Commissioner of the General Land Office.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE.
WASHINGTON, D. C., April 2, 1897.

Mr. George O. Elms, Opelousas, La.

SIR: I am in receipt of your letter of March 23, 1897, in which you protest against the issue of patents for any of the lands embraced in the claims of Antonie Boisdore, sec. 31 T. 5 S. R. 2 W. containing 2792 acres, and Anthony Cockran or Corkran, sec. 47, T. 9 S. R 2 W.

Your protests have been filed, and will be considered at the proper time.

Very respectfully, E. F. BEST,
Ass't Commissioner.

For Defendants.

Letter from Chas. H. Dickinson, Surveyor General La., to Commissioner General Land Office, Washington, D. C., Dated Oct. 30th,
611 1897, Marked No. 14.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
OFFICE OF U. S. SURVEYOR GENERAL,
NEW ORLEANS, LA., October 30th, 1897.

Hon. Commissioner General Land Office, Washington, D. C.

SIR: I have the honor to inform you that I transmit by this day's mail (in a separate package) duplicate diagram prepared in

accordance with instructions contained in your letter dated March 31, 1897, div. "G" representing the claim of Anthony Cockran, embraced in Senate Ex. Doc. No. 111, 46th. Congress, 2nd session, and confirmed by the act of February 10, 1897, being sec. 47, T. 9 S. R. 2 W. S. W. dist., La. containing 580.90 acres.

The triplicate of said diagram has this day been sent to the U. S. Land Office.

Very respectfully, CHAS. H. DICKINSON,
Surveyor General La.

For Defendants.

Letter from Hon. Chas. H. Dickinson, Surveyor General La., to Hon. Commissioner General Land Office, Washington, D. C., Dated October 30, 1897, Marked No. 14.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
OFFICE OF THE U. S. SURVEYOR GENERAL,
G. NEW ORLEANS, LA., October 30, 1897.

612 Hon. Commissioner General Land Office, Washington, D. C.

SIR: I have the honor to transmit herewith duplicate patent plat issued this day, in satisfaction of the private land claim of Anthony Cockran, embraced in Senate Ex. Doc. No. 111, 46th Congress, 2nd session, and confirmed by the act of Congress approved February 10, 1897, entitled "An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana," being section No. 47 in T. 9 S. R. 2 W., in the south western district, La. Containing 580.90 acres. The said plat was prepared at the request of Mr. J. L. Bradford, as part owner of said claim, and as attorney for co-owners.

The duplicate diagram representing the said claim, is sent in this day's mail in separate letter.

Very respectfully, CHAS. H. DICKINSON
Surveyor General La.

For Defendants.

Letter from Hon. E. F. Best, Assistant Commissioner General Land Office, Washington, D. C., to Mr. George O. Elms, Opelousas, La., Dated November 10, 1897, Marked No. 14.

30635—99741—1897. Y. P.—I. R. C.—T. W. A.—J. W. W.—S. W. W.

Refer in reply to this initial "G."
Address only the Commissioner of the General Land Office.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
WASHINGTON, D. C., November 10, 1897.

Mr. George O. Elms, Opelousas, Louisiana.

SIR: On March 23, 1897, you addressed a letter to this office protesting, as the representative of four settlers, against the issue of patent for the claim of Anthony Cockran, being sec. 47, T. 9
613 S., R. 2 W., south western district, Louisiana, containing 580.90 acres.

In your letter you stated that you were prepared to show that said land has always been the property of the United States.

By letter "G" of April 2, 1897, you were advised that your protest had been filed with the case and would be considered at the proper time. I have to state now that an application for a patent in this case was filed with the surveyor general by James L. Bradford, and the surveyor general has transmitted to this office an approved patent plat of the claim.

The act of Congress by which this claim was confirmed, namely the act of February 10, 1897 (29 Statutes, 517) provides that all the right, title and interest of the United States in and to the lands in Louisiana, known as the located but unconfirmed private land claim therein, and specifically described in Senate Ex. Doc. No. 111 45th Cong. 2nd session, be relinquished by the United States, in fee simple, to the respective owners of the equitable titles thereto. The act further provides that the true intent of the same is "to relinquish and abandon, grant, give and concede any and all right, interest and estate in law or equity which the United States is or is supposed to be entitled to in said lands, in favor of all persons, estates, firms or corporations, who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription in the absence of the said interest and estate of the United States."

The said act further provides that patents shall issue for these lands in the names of the original claimants as shown by the ex. doc. above referred to. It will be seen, therefore, that this office is left with no discretion in the matter of issueing patents for these

claims, the law being mandatory that patents shall issue in the names of the original claimants, and your protest can not be entertained.

This office will proceed to patent the claim of Anthony Cockran, in the due course of business, the same being ready for such action, and the said patent, when issued, will be transmitted to the
614 surveyor general for delivery to the parties entitled to receive the same under the law.

Very respectfully,

E. F. BEST,
Assistant Commissioner.

For Defendants.

Letter from W. W. Duson & Bro., of Crowley, La., to Hon. Commissioner Gen'l Land Office, Washington, D. C., 11, 27, '97, Marked No. 14.

W. W. Duson. C. C. Duson.

Office of W. W. Duson & Bro, real estate.

CROWLEY, LA., 11, 27, '97.

Hon. Commissioner Gen'l Land Office, Washington, D. C

DEAR SIR: I beg to call your attention to irregular sections No. 47, township 9 S. R. 2 W., La. prin. merd., confirmed to Anthony Cochran, representing some of the legal heirs and representatives of the said Cochran. We are anxious to have patent confirming the land to them. The property was sold some years ago *for taxes* due the State of Louisiana and was purchased at tax sale by Henry Gellert, but we have been reliably informed that this tract of land did not pass to patent until within the past year or so. And if such is the case it does not appear that it would be possible to tax this land until it passed out of the hands of the *U. S. Government.*

If not asking too much would like to have your opinion on this matter. When was this land confirmed and passed to patent? And was it liable of taxes for State and parish taxes before the Government gave it title? If not patented, please let us know what steps are necessary to secure the same, and oblige,

Yours, very truly, W. W. DUSON & BRO.

Dic. W. W. D. J. C. P.

615 For Defendants.

Letter from Hon. Binger Hermann, Commissioner General Land Office, Washington, D. C., to W. W. Duson & Bro., Dated December 4, 1897, Marked No. 14.

Refer in reply to this initial, "G."
Address only the Commissioner of the General Land Office.

109763. 1897. I. R. C. Y. P. S. W. W.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
WASHINGTON, D. C., December 4, 1897.

W. W. Duson and Bro., Crowley, Louisiana.

GENTLEMEN: I am in receipt of your letter of November 27, 1897 in which you make certain inquiries relative to the status of the private claim of Anthony Cockran, being sec. 47, T. 9 S., R. 2 W south western district, La.

You wish to know when the said claim was confirmed and patented; and you ask whether the land was subject to State and parish taxes, prior to the issue of patent by the U. S. Government.

You are advised that the claim of Anthony Cockran was confirmed by the act of February 10, 1897 (29 Stats. 517) and that the patent for the claim, which has recently been issued, will be transmitted to the surveyor general at New Orleans for delivery to the owner of the land in accordance with the provisions of the confirmatory act. In reply to your question as to whether the land was subject to State and parish taxes prior to the issue of patent I have to state that this office does not attempt to answer questions of such a nature. If you desire more definite information as to the date and form of the patent issued, it will be necessary for you to apply for a certified copy of the same, as information concerning patented lands is furnished only by exemplified copies of the record.

A certified copy of the patent in this case, in which the confirmatory act and a plat of the said claim are incorporated, will
616 cost about $4.00.

Very respectfully, BINGER HERMANN,
Commissioner.

For Defendants.

Letter from Hon. Binger Hermann, Commissioner, to Register and Receiver, New Orleans, La., Dated Jan'y 20, 1898, Marked No. 14.

Refer in reply to this initial "G."
Address only the Commissioner of the General Land Office.

I. R. C. Y. P. S. W. W.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
WASHINGTON, D. C., Jan'y 20, 1898.

Register and receiver, New Orleans, La.

GENTLEMEN: You are advised that the private land claim of Anthony Cockran confirmed by the act of February 10, 1897 (29 Statutes, 517), being sec. 47, T. 9 S., R. 2 W. S. W. dist. La. containing 580.90 acres, was patented on November 22, 1897, and the patent has this day been transmitted to the surveyor general for delivery.

Very respectfully, BINGER HERMANN,
Commissioner.

For Defendants.

Letter from the Hon. Binger Hermann, Commissioner, to the U. S. Surveyor General at New Orleans, La., Jan'y 20, 1898, Marked No. 14.

Refer in reply to this initial. "G."
Address only the Commissioner of the General Land Office.

I. R. C. Y. P. S. W. W.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
WASHINGTON, D. C., Jan'y 20, 1898.

The U. S. surveyor general, New Orleans, La.

617 SIR: I transmit herewith, for delivery to the party legally entitled to receive the same, the patent for the private land claim of Anthony Cockran, conformed by the act of February 10, 1897 (29 Stats., 517) being sec. 47, T. 9 S., R. 2 W., S. W. dist., La., containing 580.90 acres. You will acknowledge receipt.

Very respectfully, BINGER HERMANN,
Commissioner.

For Defendants.

Letter from Hon. Chas. H. Dickinson to the Hon. Commissioner General Land Office, Washington, D. C., Dated Jan'y 24/1898, Marked No. 14.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
OFFICE OF U. S. SURVEYOR GENERAL,
NEW ORLEANS, LA., January 24th, 1898.

Hon. Commissioner General Land Office, Washington, D. C.

SIR: I have the honor to acknowledge receipt of your letter dated January 20th 1898, div. "G" transmitting patent for private land claim of Anthony Cockran, being sec. 47, T. 9 S. R. 2 W., south western district, La.—area 580.90 acres.

Very respectfully, CHAS. H. DICKINSON,
Surveyor General, La.

For Defendants.

Letter from Messrs. Story & Pugh to Commissioner General Land Office, Washington, D. C., Dated Oct. 9th, 1901, Marked No. 14.

Philip S. Pugh. Hampden Story.

Story & Pugh, attorneys at law.

CROWLEY, LA., Oct. 9th, 1901.

618 Commissioner General Land Office, Washington, D. C.

DEAR SIR: Please issue to us a certified copy of the patent as well as the field notes and survey of section forty-seven (47) township nine (9) south of range two (2) west, La. merd. situated in the parish of Acadia, State of Louisiana, said patent being issued to the heirs of Anthony Cochran under act of Congress approved Feb. 10th, 1897, and entitled "An act to quiet title and possession with respect to certain un-confirmed and located private lands in the State of Louisiana." Before issuing the same let us know what the costs will be, and we will remit our cheque immediately.

Yours truly, STORY & PUGH.

Dic. by H. S. per L. W.

For Defendants.

Letter from Hon. Binger Hermann to Messrs. Story & Pugh of Date Oct. 16, 1901, Marked No. 14.

Address only the Commissioner of the General Land Office.

S. W. W. 160950. 1901. W. H. L.

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE,
WASHINGTON, D. C., Oct. 16, 1901.

Messrs. Story & Pugh, Crowley, Louisiana.

GENTLEMEN: In your letter of October 9, 1901, you state that you desire a certified copy of the patent, with field notes of survey for section 47, T. 9 S., R. 2 W., La., covered by the claim of Anthony Cockran, confirmed by act of February 10, 1897 (29 Stats., 517) and you ask to be advised as to the cost of said copy.

I have the honor to advise you that a certified copy of the patent which issued for this claim, in which is incorporated the plat of survey and descriptive notes taken from the approved field notes, will cost $4.50.

619 Very respectfully, BINGER HERMANN,
Commissioner.

J. T. A.

For Defendants.

Letter from Messrs. Story & Pugh to Hon. Binger Hermann, Commissioner, Dated Dec. 13th, 1901, Marked No. 14.

Hampden Story. Philip S. Pugh.

Story & Pugh, attorneys at law.

CROWLEY, LA., Dec. 13th, 1901.

Mr. Binger Hermann, Comm. Dep. of Int., Washington, D. C.

DEAR SIR: Find enclosed postal order for four 50/100 ($4.50) dollars for certified copy of the patent with field notes and survey for section forty-seven, tp. 9, S. R. 2, W. La. merd., covered by the claim of Anthony Cockran, confirmed by act. Feb. 10th, 1897. (29 Statutes 517) We presume that with the certified copy of this patent, which issued for this claim in the name of Anthony Cockran there is incorporated the plat of survey and approved field notes.

Please forward this as soon as possible, and oblige,

Yours truly, STORY & PUGH.

For Defendants.

Letter from Hon. Binger Hermann, Commissioner, to Messrs. Story & Pugh of Date Dec. 31, 1901, Marked No. 14.

Address only the Commissioner of the General Land Office.

"G." M. L. 122400. W. H. L. J. T. A.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
WASHINGTON, D. C., Dec. 31, 1901.

Messrs. Story & Pugh, Crowley, La.

620 GENTLEMEN: Complying with the request contained in your letter of December 13, 1901, I transmit herewith a certified copy of the record of a patent issued November 22, 1897, to Anthony Cockran for section No. 47, T. 9 S., R. 2 W., La. mer. under his claim confirmed by the act of February 10, 1897. The cost of said certified copy is $4.50, which was received with your above mentioned letter.

Respectfully, BINGER HERMANN,
Commissioner.

J. T. A.

For Defendants.

Letter from Messrs. D. Caffery & Son, of Franklin, La., to Hon. Binger Hermann, Washington, D. C., Dated Dec. 23, 1901.

Law office of D. Caffery & Son.

FRANKLIN, LA., Dec. 23, 1901.

Hon. Binger Hermann, Washington, D. C.

DEAR SIR: Please inform us whether there *in* on record an application by, or in the interest of, *Jonh* Corckran for an entry of section forty-seven (47) township nine (9) south of range two (2) west, Louisiana meridian, and containing five hundred and eighty & 90/100 (580 & 90/100) acres. If there is any record of such an application, it will probably be found to have been made prior to 1825. We would thank you to inform us as fully as possible of the nature and status of the application. We will state that a patent was issued for this land in 1897 under an act of Congress approved February 10, 1897. Thanking you for any information you may give, we are,

Yours very truly, D. CAFFERY & SON.

For Defendants.

Letter from Hon. Binger Hermann, Commissioner, to Messrs. D. Caffery & Son, Dated January 6, 1902.

621 Refer in reply to this initial "G."
Address only the Commissioner of the General Land Office.

201264. 1901. I. R. C. S. W. W.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
WASHINGTON, D. C., January 6, 1902.

Messrs. D. Caffery & Son, attorneys at law, Franklin, Louisiana.

GENTLEMEN: In your letter of December 23, 1901, you ask to be informed whether there is of record an application by or in behalf of John Corkran for an entry of sec. 47, T. 9 S., R. 2 W. La. meridian. You state that the application was made probably prior to 1825; and you add that the land in question was recently patented under the provision of the act of February 10, 1897 (29 Stats., 817).

I have the honor to advise you that this office cannot, from the information in its possession, answer your inquiry definitely.

The records do show an application by John Corkran for the land described above, as that particular description was given the land comparitively recently. It is found, however, that one John Corkran was confirmed in 1811 by the old board of commissioners in his claim to 640 acres of land on the Bayou Cannes, per certificate of confirmation No. 1151 B. See Gales & Seaton's American State Papers, vol. 2, page 834.

It does not appear that this claim confirmed to John Corkran has ever been surveyed as such, but the original certificate of confirmation issued by the commissioners is not on file in this office, and it is impossible to state whether the claim confirmed to John Corkran in 1811 covered the land located as the claim of Anthony Cochran as sec. 47, T. 9 S. R. 2 W. and confirmed by act of February 10, 1897 (*supra*). It is probable that the surveyor general at New Orleans may be able to furnish some information on the subject.

622 Very respectfully, BINGER HERMANN,
Commissioner.

For Defendants.

Answers of Hon. James Lewis, U. S. Surveyor General, Louisiana, to Direct and Cross Interrogatories Propounded on Behalf of Defendant in the Above Numbered and Entitled Suit. Answers Taken Before W. Morgan Gurley, Notary Public in and for the City and Parish of Orleans. Marked No. 15.

18th Jud'l District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPEMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Answers to direct interrogatories.

Answers to cross interrogatories.

18th Jud'l Dist. Court, Parish of Acadia, State of Louisiana.

COCKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

Answers of Hon. James Lewis, U. S. surveyor general, Louisiana, to questions propounded on behalf of defendants in the above numbered and entitled suit.

Answers taken before W. Morgan Gurley, notary public in and for the city and parish of Orleans.

In answer to the *first* interrogatory he saith:

My name is James Lewis; I am 68 years old, and I reside in the city of New Orleans, Louisiana. I am the U. S. surveyor
623 general for the district of Louisiana.

In answer to the *second* interrogatory he saith:

I have control and possession, in my official capacity, of all the surveys, maps, plats, reports and field notes of U. S. deputy surveyors; and also all other writings connected with the public lands and private land claims in the State of Louisiana.

In answer to the *third* interrogatory he saith:

U. S. Statutes at Large vol. 4, page- 492–94, act of March 3rd, 1831, entitled; "An act to create the office of surveyor of the public lands for the State of Louisiana."

In answer to the fourth interrogatory he saith:

I have, copies of which are herewith attached, marked A to N, both inclusive.

In answer to the *fifth* interrogatory he saith:

I fail to find any other documents than those enumerated in my *fourth* answer, as regards plats and notes.

Answers to Cross Interrogatories Propounded to Hon. James Lewis, U. S. Surveyor General, La., in the Matter of Corkran Oil & Development Co. *vs.* Laurent Arnaudet & Arthur Latreille *et als.*, No. 1405, 18th Judicial Dist. Court, Parish of Acadia, State of Louisiana.

In answer to the *first* cross interrogatory he saith:

I have the press copy of the original report of Hon. O. H. Brewster U. S. surveyor general of Louisiana, dated February 19th, 1880. The original list is in the General Land Office, Washington, D. C.

In answer to the second cross interrogatory he saith:

I have attached copy of said report to my answer to the
624 *fourth* direct interrogatory, and it is marked "M."

JAMES LEWIS.

All of which above answers were reduced by me to writing in his presence, and were then read over to said witness who persisted therein and were then signed in my presence.

In faith whereof, I have hereunto set my hand and seal of office this 20th day of June, 1902.

W. MORGAN GURLEY,
Notary Public, Parish of Orleans, State of Louisiana.

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE U. S. SURVEYOR GENERAL,
NEW ORLEANS, LA., June 20, 1902.

I certify the attached papers and tracings, marked A to N, to be correct copies of or extracts from the documents to which they purport to relate, and which are now on file in this office.

JAMES LEWIS,
Surveyor General, La.

Power of Attorney, Marked "E," Marked No. 15.

Power of attorney.

CROWLEY, LA., Dec. 12th, 1899.

Know all men by these presents that I, Jean Gay, being the owner by purchase of the lands included in the Anthony Cochran claim, being sec. No. 47, tp. 9, S. R. 2 W. La. mer. do hereby authorize and empower Welman Bradford to do all in his power as att'y in fact for me and in my stead in all matters that pertain to obtaining a U. S. patent covering said land as above described.

625 Signed this 12th day of December, 1899.

(Signed) JEAN GAY.

Letter from Welman Bradford to U. S. Surveyor General at New Orleans, La., of Date Jan. 18, 1900, "F," Marked No. 15.

CROWLEY, LA., Jan'y 16, 1900.

U. S. surveyor general, New Orleans, La.

DEAR SIR: Enclosed please find affidavit and application of Jean Gay, Acadia parish, Louisiana, who owns the largest portion of the Anthony Cochran land, section 47, T. 9 S. R. 2 W. Louisiana meridian.

Kindly forward patent with as little delay as possible to me at this point.

Yours respectfully,

(Signed) WELMAN BRADFORD.

For Defendants.

Letter from Chas. H. Dickinson, Surveyor General, La., to James L. Bradford, Esq., New Orleans, La., Dated Oct. 30th, 1897, "G," Marked No. 15.

OCTOBER 30TH, 1897.

James L. Bradford, Esq., att'y at law, Morris bldg., city.

SIR: I beg to inform you that as requested by your letter dated the 25th inst. I have this day issued and transmitted to the General Land Office, duplicate patent plat for the claim of Anthony Corkran, being section 47 in T. 9 S. R. 2 W., S. W. dist. La.

626 Very respectfully,

(Signed) CHAS. H. DICKINSON,
Surveyor General, La.

For Defendants.

Letter from Hon. Binger Hermann, Commissioner, to the U. S. Surveyor General, New Orleans, La., Dated Jan'y 20, 1898, "H," Mkd. No. 15.

"G." S. W. W. J. A. C. J. P.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
WASHINGTON, D. C., Jan'y 20, 1898.

The U. S. surveyor general, New Orleans, La.

SIR: I transmit herewith, for delivery to the party legally entitled to receive the same, the patent for the private land claim of Anthony Cockran confirmed by the act of February 10, 1897, (29 Stat. 517) being sec. 47, T. 9 S. R. 2 W., S. W. dist. La. containing 580.90 acres.

You will acknowledge receipt.

Very respectfully,

(Signed) BINGER HERMAN,
Commissioner.

For Defendants.

Letter from Jas. L. Bradford to Hon. Chas. H. Dickinson, U. S. Surveyor General for La., Dated Oct. 25/1897, "I," Mkd. No. 15.

NEW ORLEANS, Oct. 25th, 1897.

Hon. Chas. H. Dickinson, U. S. surveyor general for La., present.

627 SIR: Please be kind enough to prepare & send to the Hon. Commissioner of the General Land Office, the patent plat for the claim of Anthony Cochran, being sec. 47 in T. 9 S. R. 2 W., south west dist. La. as the basis of patent under the late law confirming the unconfirmed and located claims in Louisiana.

I own an undivided 4th of the land covered by this claim & am attorney for the owners of the other ¾ths.

I have the honor to be,

Very respectfully,

(Signed) JAMES L. BRADFORD,
In Pro. Per. & as Att'y for Co-owners.

For Defendants.

Affidavit of Deputy Clerk of Court, "J," Marked No. 15.

STATE OF LOUISIANA, }
Parish of Acadia. }

CROWLEY, LA., January 16th, '00.

Before me, the undersigned authority, personally came and appeared Jean Gay, personally to me well known, who, after being duly sworn deposes and says: That he is the identical party who made application for a U. S. patent and empowered Welman Bradford of Crowley, La., to represent him in all matters pertaining thereto. That he is the owner of the larger portion of the Anthony Cochran claim being sec. 47, tp. 9 S. R. 2 W. La. mer. That his interest therein is between two-thirds or three fourths of the entire claim.

That he is the owner of this land by actual purchase as appears by the records in this Acadia parish.

(Signed) JEAN GAY.

Sworn to and subscribed before me this 16th day of January, 1900.

(Signed) D. B. HAYES,
[SEAL.] D'y Clerk of Court.

628 For Defendants.

Letter from James Lewis, Surveyor General, La., to Welman Bradford, Esq., Dated Jan'y 19, 1900, "K," Marked No. 15.

JANUARY 19, 1900.

Welman Bradford, Esq., Crowley, La.

SIR: In reply to your letter dated the 16th inst. enclosing affidavit and power of attorney of Mr. Jean Gay, I transmit herewith the patent issued November 22, 1897, in favor of the claim of Anthony Corkran, act of Congress February 10, 1897, embracing sec. 47, T. 9 S. R. 2 W. S. W. dist. La.

You will please acknowledge receipt.

Very respectfully,

(Signed) JAMES LEWIS,
Surveyor General, La.

For Defendants.

Louisiana Located Private Land Claims Confirmed, "L," Marked No. 15.

February 10, 1897.—Chap. 213—An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That all the rights, title and interest of the United States in and to the lands situate in the State of Louisiana known as the located but unconfirmed private land

Louisiana located private land claims confirmed.

629 claims therein, aggregating about eighty thousand acres, and specifically described in the list or tabular statement accompanying the report, dated February nineteenth, eighteen hundred and eighty, made by the surveyor general of Louisiana to the Commissioner of the General Land Office, under a resolution of the United States Senate of December second eighteen hundred and seventy nine and which report and list were communicated to the Senate by the Secretary of the Interior of March eighth, eighteen hundred and eighty as Senate executive document numbered one hundred and eleven, forty six- Congress, second session, shall be, and the same are hereby directed to be granted, released and relinquished by the United States in fee simple to the respective owners of the equitable interest thereto, and to their respective heirs and assigns forever, as fully and completely in every respect whatever, as could be done by patents issued therefor according to law.

SEC. 2. That nothing contained in this article shall in any manner abridge, divest, impair, injure or prejudice any valid right, title or interest of any person or persons in or to any portion or part of the lands mentioned in said first section, the true intent of this act being to relinquish and abandon, 630 grant, give and concede any and all right, interest and estate in law or equity which the United States is or is supposed to be entitled to in said lands, in favor of all persons, estates, firms or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription, in the absence of the said interest and estate of the United States.

Only United States titles are relinquished.

SEC. 3. That the Department of the Interior shall cause patents to issue for such lands and such patents shall issue in the name of the original claimant as appears in the list of schedule aforesaid, and when issued shall be held to be for the use and benefit of the true and lawful owners as provided in sections one and two of this act.

Patents to issue.

Approved February 10, 1897.

For Defendants.

Letter from Hon. O. H. Brewster, Surveyor General, La., to Hon. J. A. Williamson, Commissioner General Land Office, Washington, D. C., Dated February 19, 1880, "M," Marked No. 15.

O. H. Brewster, surveyor general. Louis Palms, chief clerk.

Surveyor general's office, district of Louisiana.

(Office, custom-house building, P. O. lock drawer 563.)

NEW ORLEANS, February 19th, 1880.

Hon. J. A. Williamson, Commissioner General Land Office, Washington, D. C.

SIR: Herewith I have the honor to submit to you in com-
631 pliance with your letter of December 5, 1879, division D an abstract or tabular statement exhibiting all the unconfirmed located private land claims in Louisiana. This work has been executed in obedience to the resolution of the Senate of the United States of December 2, 1879, communicated to me by your letter. The claims of William Conway, Daniel Clark, Donaldson & Scott, commonly known as the "Houmas claims" are *met* embraced in this list because the question whether they are confirmed or unconfirmed is not only in itself an unsettled one, but is one I do not feel myself at liberty to prejudge. I have the more readily omitted them, also, because Congress is already in possession of every fact

connected with these celebrated titles which I could possibly present by incorporating them in the statement. In laying before you these long neglected claims I cannot better express my views as to their disposition by Congress than in repeating the portions of the annual reports of this office for the years 1874 and 1877 relating to this subject. They are extracted from the reports of the General Land Office for these years, and are as follows:

(Extracts from Report for 1874, pp. 75 to 79.)

Before the next annual report from this office, the important act of June 22d. 1860 revived and amended by the act of 10th June, 1872, will have expired its third time. As it has twice been re-enacted, and as the class of persons intended to be benefitted have had ample time to proceed under its provisions, the probability is it will not be again revived.

Ever since the province of Louisiana was acquired from France by the treaty of 30th April, 1803, the United States have earnestly and patiently sought by every proper expedient to induce
632 persons claiming property in lands by virtue of grant, concession, order of survey, permission to settle, or any other authority whatsoever derived from former sovereigns, to make known their claims to the new government, in order that their lands might be distinguished from the mass of the vacant domain which had vested in that new government by the treaty, and which policy and necessity demanded should be surveyed, brought into market, and speedily sold to reimburse the price paid by the United States for the province. In practically carrying out this obvious and just design many acts were passed beginning with that of March 2, 1805, and finally ending with the act now under consideration. They are very numerous and for the most part have long since been repealed, have expired by limitation or have become obsolete. Some of them applied only to particular districts, others to the whole State, some were of short duration, others were more extended, while others still revived, re-enacted, explained or modified those preceding; some provided board- of commissioners with deputy commissioners before whom the claims were to be presented, while others and the larger number, made the registers and receivers for the established land districts *as* office commissioners for receiving and reporting on the claims; some conferred ample, others limited powers upon the commissioners, and all denounced severe penalties from time to time against those who failed to present their claims. The old inhabitants, many of them ignorant of the laws, land system and policy of the new sovereign, and often ignorant too of the very language in which it was sought to acquaint them with the changed condition of affairs, manifested reluctance in coming forward, exhibiting, recording and proving titles they and their ancestors had held under im-
633 memorially, paying the recording and other fees and in general complying with the unusual yet necessary requirements

of the law. In the previous changes of sovereignty in the province nothing of the kind had ever been required of them, and they had remained unmolested and in peaceable possession of their estates by each succeeding sovereign. They remembered or knew the fact that when, in 1762, the ancient province of Louisiana was dismembered and their portion was ceded by France to Spain, no requirements whatever were imposed upon them in reference to their lands or titles, lest that, on the contrary, the only part of the secret proceedings by which they were handled from one master to another which was revealed to them was the assurance in the very words of their king "that they may be confirmed in the ownership of their property according to the grants which may have been made to them by the governors and ordonateurs of the colony, and that the said grants be considered, reported and confirmed by His Catholic Majesty, although they might not have been confirmed by me." (White's Recap. 2, 536.)

They remembered too, the then very recent transfer of themselves and country from Spain to their former sovereign, the King of France, by the treaty of San Ildefonso of October 1, 1800, in which no duty of requirement had been imposed upon them in relation to their estates, but that, on the contrary, they had been publicly assured by De Casacalvo and Salcedo, when, as commissioners of the King of Spain, they redelivered the province to France, "that the inhabitants should be maintained and protected in the peaceful possession of their property, that all grants and property of whatever description, derived from the governors of those provinces should be confirmed to them, although not confirmed by His Majesty! (*Ibid.* p. 194.)

With such precedents and traditions and with the plain
634 obligations of the treaty of 30th April, 1803, protecting them, ignorant as they were of the necessity which required prompt obedience to the law, viz; that the new sovereign might reverse the policy of every other sovereign and sell the domain for profit, we can not wonder that so many of the old inhabitants stood upon their ancient possessions, their complete titles which had never been questioned, their treaty guarantees which were too plain for doubt, and refused to undergo the expense and trouble of filing and recording their titles with the board of commissioners. There was no remedy for the evil, and its results have embarrassed the General Land Office in the survey and sale of the domain in this State from their incipiency to this day. The Federal statutes have uniformly refused to give to private land claims originating with previous sovereigns of the soil any standing in the Federal courts or executive departments, and particularly in the land departments until they have been in some of the modes provided by law, submitted to the United States, and by them confirmed, relinquished, or in some mode, recognized and established as legal titles.

The records of this office and particularly the township maps, represent about 288 claims of various grades which, *prima facie*, are

not thus recognized and which are commonly known as "unconfirmed claims" being usually distinguished on the maps from confirmed claims by words in red ink marked across their face, "No confirmation found."

These 288 claims cover an aggregate of about 80,000 acres. They have been surveyed and represented on the maps from the earliest surveying operations, not in recognition of their validity, but in order to show their areas and situation in case of subsequent confirmation, and for the information of the department.

They form links in the regular Spanish or French surveys,
635 and show very clearly from their conformity with the uniform rules relative to the calls for either distances, front, depth, quantity, and other calls of the confirmed adjacent titles, that the original locations were by due authority.

They are found too, situated like most of the private claims in the State, fronting the streams, lakes and bayous and occupying the most valuable lands. At the time the confirmed grants were made and these were supposed to have been made, no one would petition for or receive any but the best lands, usually situated on navigable streams or lakes or near the towns and villages. Thus it happens that these unconfirmed claims are as valuable in point of soil and other natural advantages, as those confirmed and upon examination are found to be as commonly the cultivated and highly prized homes of the *bona fide* owners as any other land in the State.

It is cruel, petty to try to alarm such people about such land and to teach them the stern necessity of expensive and tedious proceedings in the United States court or before United States land commissioners in order to have their titles to their homes secured against the entry of the speculator or the homestead settlement of the emigrant. They point you to their often unbroken chains of title extending back to the days of the Spanish and even the French dominion, *as* appeal to their ancestors and their quiet and undisputed possession extending back perhaps a century, and they cannot be persuaded that a just and free Government which is giving away its land by millions annually, will rob them of their homes to give them to others. It may be said the law has been very liberal; that every title of any merit brought to the notice of the Govern-
ment has been confirmed; that finally the courts them-
636 selves have been thrown open by the act of 1860, and equitable powers given in order that titles possessing the slightest merit might be protected; that it is time now to take action by the surveying and land department, and bring this long-pending and vexatious subject to a close, and that it is fair to presume after so great a lapse of time and so many opportunities neglected that the claimants really have no titles and never had any or else they would have exhibited them and secured their confirmation by the Government. But there are a great many answers to these reflections. The Supreme Court of the United States in Soulard *vs.* The United States (4 Pet. 511), Dalassus *vs.* United States (9 Pet. 117), Choteau's Heirs *vs.* The United States (9 Pet. 137) and other cases, early

treaty of 1803, and that no principle was better settled than that inchoate titles to land were property. The court went so far as to say such titles and such property would have been equally sacred in a republican form of government under the laws of nations without any treaty stipulations.

With this language addressed to them by the highest tribunal known to the law on the one side and the legislature on the other denouncing the penalties of nullity and exclusion from the courts as the consequence of failure to file and record the same titles, can it be surprising that many hesitated, procrastinated and finally as time wore on, with its mortality, loss of papers, transfers of ownership and other mutations, that they finally failed to take any action? The latter acts have provided mainly for suits in the United States district court for confirmation of these titles, but claimants had to come with their attorneys and witnesses from every part of the State to this city, where alone the sessions of the district
637 court are held, and this at much expense, and in instituting suit had to prepare for conducting it also before the Supreme Court at Washington, as the act requfres every case to go there for final decision if the court below decides for the claimant. And even in the event of final success before the Supreme Court the law did not allow for costs. The claimant must pay them and his attorneys' fees whether successful or not. The poverty, too, of many of the claimants and their indisposition to sustain outlays for lands yearly becoming less valuable, have doubtless frequently rendered them lukewarm. But the leading and principal cause is to be found in the fact that many of the occupants of the unconfirmed claims are not aware of the law under which they might proceed, now so rapidly drawing to its close, or else, and which is far more universally true, they are in total ignorance of the fact that their lands are shown upon our records as "unconfirmed claims." Their ignorance on the latter head can produce no wonder.

The question of confirmation in particular cases is one of the nicest legal nature, requiring close examination of the records of this and the land offices by persons possessing skillful technical knowledge in land law, aided by the judgment of land lawyers in construing the various statutes bearing on the subject. Some claims which had always been treated by this office, the land offices and the department as unconfirmed and so shown upon the township maps, have by such examinations been found to be confirmed and patents have issued; and the inference is just that similar researches might reveal a few other confirmations not now supposed to exist. That these claims are regarded as unconfirmed by the United States is a fact that very few land owners have ever become acquainted with. It is known to this office that many of
638 the most intelligent and wealthy of our citizens are total ignorant of the fact that their plantations and homes are on lands marked on our records "No confirmation found."

These claims have always held an anomalous attitude on our records and before the executive department and even in the courts their status has been unfixed and varying, the State courts at times

deciding in local contests that the treaty protects them, and presuming a grant from ancient undisturbed possession; and the Federal courts on the other hand, holding that before they are cognizable some confirmation or acknowledgment by the new sovereign must be shown. They have neither consistently and strictly been treated by this office or the local land offices as public land, and sub-divided and sold as such, nor have they been, on the other hand, treated as private property and respected as such.

Before the war the occupants of them were permitted in many cases to cover them with the State internal improvement or school warrants, thus securing through the State the Federal title. Never having been offered as public land they could not employ cash or military land warrants for this purpose. Since the war, and in consequence of the homestead act abolishing the old modes of entry and location of the public land, this expensive and tedious mode of protecting themselves has been denied the owners of these claims, and they are now left to the inadequate relief provided by that law alone. In the meantime they are a prey on which designing men seek to operate by making homestead applications, frequently taking in their most valuable improvements. The requirements of your instructions to the land offices of August 5, 1870, the necessity of deposits and surveys at their own expense before entries can be allowed in most cases, and particularly the general impression
639 that the act of June 22, 1860 protects these claims until its expiration have almost entirely suspended this class of homestead applications. But with the final expiration of the act on the 10th of June next, there will probably be a revival of them and then the duties which may devolve on this office will be onerous in the extreme. Under the act of May 30, 1862, section 10 and amendments, this office will be required to send deputies to sub-divide these claims upon the application of every person making the required deposit, and intending to make settlement and claim the same under the homestead act. If this were done in many cases it would produce great ill feeling, and might result in opposition to the deputies enforcing them while on duty in the field to seek the protection of the United States authorities, as in such cases specially provided by law. In the annual report of the bureau for 1872, page 69, it is contemplated, after the expiration of the act of 1860, to treat as public lands all these claims now then sued on or filed for confirmation before the commissioners, and this may foreshadow some prompt and practical measure. Compared with large number of located unconfirmed claims in this State, so few have been sued on or filed that they amount to little as an element of calculation. The United States district attorney states that only ten claims have been put in suit, and the register and receiver of the consolidated land office here (commissioners under the act before whom the claims may be filed if not sued on in the district court) say that only eleven claims have been filed before them. Reference is here made only to the unconfirmed claims located and held in possession by the claimants. It may thus be seen how few claims will be taken out of the category of public lands by the time the

act finally expires, or in other words, how many the de-
640 partment will have to deal with as public lands. With proper respect for the opinions of my predecessors and all who have tried to solve this perplexing problem, with a regard for the rights and dignity of the Government as well as the feelings and peculiar interests of my fellow-citizens, I submit that there is but one simple, complete and practical remedy for the evil. A short simple act should be passed by Congress whose preamble should recite the anomalous necessity demanding it, at once and forever relinquishing all title of the United States in the particular tracts, to be specially enumerated in the act by their townships and sectional designations, in favor of such persons as would under the laws of Louisiana, be the true, legal and equitable owners of such lands in the absence of any claim or title in the United States, enabling all persons who under the laws of Louisiana, might maintain a prescriptive title to the lands in question to plead such prescription against the United States, and all persons claiming under or through them. This act would procure good feeling and confidence and cure defects in titles which have long embarrassed the Land Department of the Government. There are only about 80,000 acres covered by these claims. If the United States therefore, now sold the public lands for profit, as they for*mal*ly did, the value would be trifling as compared with the good to be attained. But when we see that the Government is giving her lands away to every foreign emigrant or other person who will ask for them, or to corporations, the proposed relinquishment commends itself to every just mind, and it becomes always a matter unworthy of argument when we consider the past history of the department with relation to these claims, and observe that public opinion, political or personal in-
641 fluence, or the appeals of natural justice have always, separately or conjointly interfered with its action in carrying to its logical conclusion the legal hypothesis that they are public lands, and liable to disposition as such. It may be safely said that the Government cannot, in practice, make any disposition of these lands. The influences above stated have never yet allowed the sales of them and the disposal of them now as in the future, under the homestead acts, would meet with the same influences and a homestead applicant in nearly every instance of actual settlement would be violently opposed. No act of Congress requiring action by the owners of these claims will reach the evil or advance the remedy, the reasons for this have already been given as stated. Such laws have been extant, with a few short intermissions, since 1805.

It is, therefore, again earnestly recommended as an effective, permanent and just settlement of this whole perplexity, that Congress pass an act allowing all persons who might, under the laws of Louisiana, plead prescription in support of their titles to any — these lands (specifying them in the act by section, township and range) when called in question in any tribunal, State or Federal, to plead such prescription with equal force and effect against the paramount title of the United States."

(Extract from Reports for 1877, pp. 221, 222).

"Unconfirmed private land claims in Louisiana."

"This subject still attracts attention, and I think it my duty again to briefly allude to it, in order that through you Congress may be informed correctly upon the subject. In this connection I cannot do better than recall your attention to what I had the honor to lay before you in my report for 1874, published in the
642 bureau report for that year, pages 76, 77, 78 and 79. Nothing has occurred to induce me to modify or abandon any of the reasons then advanced in favor of a general act of Congress which, *proprio vigore*, would forever quiet this class of claims and relieve the Land Department and Congress of a fruitful source of annoyance and labor. Practically, the United States can make no disposition of the land covered by these claims, and they would not if they could. They embrace but about 80,000 acres in all, excluding, of course, the Houmas and a few other large grants. In nearly every case are embraced in the limits valuable plantations or farms — have been long since surveyed and represented upon the usual township maps, and hence are susceptible of being readily described in any bill which might be passed for their confirmation, by their proper designation as to section, township, range and area. Should policy, prudence or other consideration oppose such wholesale divestiture of right by congressional action, whereby it might be feared a dangerous precedent might be established, then I would recommend an act similar to the Missouri act of June 12, 1866. The objects of that act were confined to lots or other lands within the city of Saint Louis, of which prior confirmations, relinquishments or recognition of title by the United States were predicable. The evil to be remedied was the difficulty proprietors met in showing documentary and other evidence of title or boundaries against the United States, and the act literally allowed the United States district courts at Saint Louis, with right of appeal to the circuit court, to adjudicate the question of prior confirmation, recognition or relinquishment with boundaries, and to afford appropriate evidence of the facts found in a proper decree. The parallelism between the case of the
643 Saint Louis lot owners and the occupants of the unconfirmed claims in Louisiana is closer than at first glance it might appear, for although antecedent title against the sovereign was pleadable in favor of the former, and founded the right to a decree declaratory of its existence and limits and the theory of the latter is that no proof of title can be shown against that sovereign, yet in point of practice we know that examination and research develop such title in many cases, and that in all the sovereign impliedly admits its existence by non-claim and indifference. Indeed, if the strict principles of law applicable to royal lands in England immemorially enjoyed and occupied in opposition to the Crown, should by our courts be applied to the class of lands under consideration, it may safely be assured that the ancient and continued occupation and enjoyment of these lands in a public

and unequivocal manner, with the full knowledge and sufferance of the sovereign, would afford judicial proof of the existence of grants good against the United States but lost through lapse of time. Hence it would not be stretching the Missouri precedent very far to apply it to the lands in Louisiana immemorially possessed by her citizens who are unable to exhibit their grants, and boundaries. Although I favor for reasons stated in my report for 1874, an act of relinquishment which will require no expensive legal or other proceedings on the part of its beneficiaries, yet, if such an act would be unwise, one similar to the Missouri act would be the next thing, and against it certainly no objection could be urged. Congress should pass one or the other of these acts at once, because the present anomalous condition of these lands expose their possessors to vexations, annoyance and suspicions and in some cases to depreciation in value of plantations consisting in whole or part of such claims."

644 The foregoing will show the evil and the proposed remedy.

The views of this office then expressed have not been changed. Any measure of relief adopted to be of practical value should be entirely free and spontaneous, requiring no expensive and tedious proceedings on the part of the intended beneficiaries. In the event an act of general relinquishment is adopted, incorporated or referring to the schedule or claims to which its benefits apply, how far it might then be wise or convenient to the beneficiaries to require them to apply for plats and certificates to show that their respective claims fall within the act is a matter for your better judgment.

It would certainly be useful in all cases, and necessary in many, that the owners or occupants of these lands should be in possession of some tangible evidence that any general relinquishment to be granted by Congress included the particular tract or tracts occupied by them.

I have the honor to be, very respectfully,

Your obedient servant,

(Signed) O. H. BREWSTER,
Surveyor General La.

Testimony of O. H. Terwilliger, Marked No. 18.

O. H. TERWILLIGER, being first duly sworn deposes and says:

Q. What is your occupation, Mr. Terwilliger?

A. Abstractor of titles.

Q. How long have you been engaged in that business?

A. About twenty years.

Q. Mr. Terwilliger, how long have you been engaged in that

645 business in the parishes of St. Landry and Acadia?

A. Seventeen years.

Q. You have been almost constantly engaged in that business have you not?

A. Yes, sir.

Q. As such abstractor have you not had occasion to make an examination of the title of section forty seven township nine—south range.

two west Louisiana meridian in Acadia parish, La., of the tract o land commonly known as the Anthony Corkran grant?

A. I have.

Q. The Government map describes it as section forty seven, in township nine—south range two west of Louisiana meridian in Acadia parish, Louisiana containing five hundred and eighty and ninety one hundredths acres more or less?

A. I added the more or less.

Q. You say that you added the phrase more or less?

A. Yes, sir.

Q. Now, Mr. Terwilliger, what I desire to know is does Anthony Corkran own any other land in that township nine—south range two besides that already described?

The above question is objected to by counsel for plaintiffs for the same reasons set forth in their objections to items Nos. one and two offered by defendants—same ruling—same bill reserved.

Q. You have frequently abstracted lands in this parish?

A. Yes, sir.

Q. You do scarcely anything else,

A. That is all.

Q. You are engaged, I believe, in making a parish abstract of all the land in the parish of Acadia, at present?

A. Yes, sir.

646 Q. And with this knowledge before you, you have never found any tract of land in that township and range belonging to Anthony Corkran except the one already described?

A. I have not gone over the abstract yet for the whole parish.

Q. I have reference to such work as you have already gone over in St. Landry or Acadia parishes for the past seventeen years?

A. No, sir, I have never found any other.

Q. Mr. Terwilliger, are you not familiar with every title in that township?

A. No, sir.

Q. You are not?

A. No, sir.

Q. Is it at all likely that being interested as you are with the Corkran heirs in the recovery of this land in dispute which must have necessitated extensive examinations that Corkran could have owned or possessed any other tract of land in that township or range other than the one just enumerated?

A. I do not know—I have never looked for any other.

Q. And you know of no other than this one?

A. No sir, I know of no other.

Cross examined:

Q. Does Anthony Corkran own other land in the parish of St. Landry and in Acadia parish besides section forty seven, township nine?

A. He owned land in both St. Landry parish and in Acadia parish.

Re-examined in chief:

Q. Where are the lands in St. Landry parish situated, Mr. Terwilliger?

A. In the neighborhood of Ville Platte.

Q. That is about eighteen miles north of Opelousas is it not?

A. Yes, sir.

647 Q. Mr. Terwilliger could you give the township and range?

A. It was I think, township four—south range one east, but I would not be positive.

Q. And where were the lands located that he owned in the parish of Acadia?

A. He had a grant in township nine—south range one west.

Q. It was in the same township but a different range?

A. Yes, sir.

Q. What was the character of that grant?

A. It was a Spanish grant.

Q. How far off—you say it was township one?

A. No, sir, I did not say township one; I said township nine, south range one west.

Q. How far from this present land in dispute—in section forty seven township nine—south range two west is this other land that he owned township nine—south range one west—how far apart were the two tracts?

A. Between four and six miles—about six miles I think.

Q. What bayou, river or creek was it on?

A. I think Bayou Jonas runs through it.

Q. Is that one of the affluents of the Mermentau river?

A. No, sir, I think it runs in to Bayou Plaquemine or Bayou des Cannes.

Q. Was that a sub-division of the section or what?

A. It was an irregular section.

Q. What was the area of that tract?

A. I do not remember, but I think it was some where in the neighborhood of three hundred or four hundred acres.

Q. Was that land in Praire Mamou?

648 A. No, sir, I think it was in Prairie Hayes.

Q. Not Praire Mamou?

A. No, sir, it was not in Prairie Mamou.

Q. Mr. Terwilliger, I want to know who was in possession of this tract of land that you have stated was originally in the name of Anthony Corkran or the Corkran heirs when you knew anything about it?

A. I think it was Dr. Mulligan or Milligan, some name like that.

Q. Was he in possession of it?

A. I do not know that he was in possession but my recollection is that he held under a tax title. I presume that he was in possession, but I do not know positively that he was.

Counsel for plaintiffs here interposed the same objection to this estimony as was offered to items Nos. one and two offered by counel for defendants in evidence—same ruling—same bill reserved.

TOWNSHIP NO. 9-- SOUTH RANGE NO. 2 WEST--

DISTRICT OF OPELOUSAS

Description of tract				Contents		Rate per acre	Purchase money.		Name of the Purchaser	Date of Sale	Number of receipt & Cert. of Purchase	To whom patented	Date of Patent	When record Vol. Page
Part of Sec.	Sec.	Two.	Range	Acres	100ths.	Doll.Cts.	Doll.	Cents						
Lot No One (1)	1	9 S	2 W	122	15	25	30	54	Jos.Leonard Sonier	July 23"1860	7626			
Lot No Two (2)	1	" "	" "	154	85	Located by			S.C.McPherson	" 12"1860	7572	wt.#64943		
All of Sec.	2	9 S	2 W	172	61	25	43	00	Antoine Herbert	" 23"1860	7623			
All of Sec.	3	9 S	2 W	167	03	Located by			S.C.McPherson	" 12"1860	7565	wt.#2797		
All of Sec.	4	9 S	2 W	167	65	Located by			S.C.McPherson	" 12"1860	7584	M.B.L Wt #64181		
All of Sec.	5	9 S	2 W	165	95	Located by			S.C.McPherson	" 12"1860	7583	Wt.#38841		
All of Sec.	6	9 S	2 W	170	98	Located by			S.C.McPherson.	" 12"1860	7582	Wt.#46747		
All of Sec.	7	9 S	2 W	168	30	Located by			S.A.McPherson.	" 12"1860	7581	Wt.#94931		
All of Sec.	8	9 S	2 W	158	15	Located by			S.C.McPherson.	" 12"1860	7580	Wt.#94724		
All of Sec.	9	9 S	2 W	168	87	Located by			S.C.McPherson	" 12"1860	7579	Wt. #24271		
All of Sec.	10	9 S	2 W	170	00	Located by			S.C.McPherson	" 12"1860	7578	Wt.#2100		
All of Sec.	11	9 S	2 W	168	51	Located by			S.C.McPherson.	" 12"1860	7577	Wt.#50494		
All of Sec.	12	9 S	2 W	163	03	Located by			S.C.McPherson	" 12"1860	7576	Wt.#76909		
All of Sec.	13	9 S	2 W	168	57	Located by			S.C.McPherson	" 12"1860	7585	Wt. #93266		

SOUTH RANGE NO. 2-WEST.

Description of Tract Part of Sec.	Sec.	Twp.	Range	Contents Acres	100ths	Rate per acre Doll.	Cts.	Purchase Money Doll.	Cts	Name of Purchaser.	Date of Sale	Number of Receipt & Cert. of Purchase	To Whom Patented	Date of Patent	When recorded Vol.	Page.
All of Sec.	14	9 S	2 W	168	35	Located by				S.C.McPherson	July 12"1860	7574		Wt.#95310		
Lot No.1 & N½ of Lot 2.	15	9 S	2 W	121	80	Located by				S.C.McPherson	" 12"1860	694		Wt.#35470		
S.E¼ of S.E¼	15	" "	" "	40	60	Selected for Schools				by John Mc Enery, State Agent.	June 28"1887	Act		May 20" 1826.		
Lot No.Four (4) or Frl. S.W.1/4	15	" "	" "	153	00	Located by				S.C.McPherson	July 12"1860	7571		Wt.No.87177		
S.W.1/4 of N.E¼ or St² of Lot #2 & Lot 3 or Frl.N.W.¼	15	" "	" "	109	00	Located by				S.C.McPherson	with Military Bounty Land Warrant No.23055					
N.E¼ of S.E¼ or N½ of Lot 6 & W½ of S.E¼	15	" "	" "	120	00	Located by				S.C.McPherson with Military Bounty Land Warrant No.86850						
	16	9 S	2 W	Reserved for Schools						P.L.Hebrard & A.J.Thompson	Sept.17"1860	7805				
Lot No.One (1)	17	9 S	2 W	101	75	125		127	19	Francois Feray	" 14"1860	7798		M.Wt.No.33622		
Lots Nos. 2 and 3	17	" "	" "	203	50			Located by		Victor David	" 17"1860	7806				
Lot No.Four (4)	17	" "	" "	101	75	1	25	127	19	Peter Kaiser	June 30"1871	2388		F.C.No.413		
Home Lots #1 & 4 or N.E¼	20	9 S	2 W	161	20			15	53	George S. Kaiser	July 3"1871	2396		F.C.No.410		
Home Lot No.Four(4)	20	" "	" "	71	30			6	78	Peter Kaiser Jr.	" 3"1871	2396		F.C.No.412		
Home Lot No.Three (3)	20	" "	" "	113	00			12	83	Charles Kaiser	" 3"1871	2397		F.C.No.411.		
Home Lot No Five (5) or Frl South East¼	20	" "	" "	150	40			13	76							

(650)

(652)

DISTRICT OF OPELOUSAS.

TOWNSHIP NO. 9- SOUTH RANGE NO. 2-WEST.

Description of Tract Part of Sec.	Sec.	Twp.	Range	Contents Acres	100ths	Rate per acre Doll.	Cts.	Purchase Money Doll.	Cts	Name of Purchaser.	Date of Sale	Number of Receipt & Cert. of Purchase	To Whom Patented	Date of Patent	When recorded Vol.	Page.
All of Sec.	14	9 S	2 W	168	35	Located by				S.C.McPherson	July 12"1860	7574	Wt.#95310			
Lot No.1 & N½ of Lot 2.	15	9 S	2 W	121	80	Located by				S.C.McPherson	" 12"1860	694	Wt.#35470			
S.E.¼ of S.E.¼	15	"	" "	40	60	Selected for Schools				by John Mc Enery,State Agent.	June 28"1887	Act		May 20" 1826.		
Lot No.Four (4) or Frl. S.W.1/4	15	"	" "	153	00	Located by				S.C.McPherson	July 12"1860	7571	Wt.No.87177			
S.W.1/4 of N.E.¼ or St² of Lot #2 & Lot 3 or Frl.N.W.¼	15	"	" "	109	00	Located by				S.C.McPherson	with Military Bounty Land Warrant No.23055					
N.E.¼ of S. E.¼ or N½ of Lot 6 & W½ of S.E¼	15	"	" "	120	00	Located by				S.C.McPherson with Military Bounty Land Warrant No.86850						
	16	9 S	2 W	Reserved for Schools						P.L.Hebrard & A.J.Thompson	Sept.17"1860	7805				
Lot No.One (1)	17	9 S	2 W	101	75	125		127	19	Francois Feray	" 14"1860	7798	M.Wt.No.33622			
Lots Nos. 2 and 3	17	"	" "	203	50			Located by		Victor David	" 17"1860	7806				
Lot No.Four (4)	17	"	" "	101	75	1	25	127	19	Peter Kaiser	June 30"1871	2388	F.C.No.413			
Home Lots #1 & 4 or N.E.¼	20	9 S	2 W	161	20			15	53	George S. Kaiser	July 3"1871	2396	F.C.No.410			
Home Lot No.Four(4)	20	"	" "	71	30			6	78	Peter Kaiser Jr.	" 3"1871	2396	F.C.No.412			
Home Lot No.Three (3)	20	"	" "	113	00			12	83	Charles Kaiser	" 3"1871	2397	F.C.No.411.			
Home Lot No (5)																

TOWNSHIP NO. 9-- SOUTH RANGE NO. 2 WEST--

DISTRICT OF OPELOUSAS.

Description of Tract Part of Sec.	Sec.	Twp.	Range	Contents Acres	100ths	Rate per acre Doll	Cts.	Purchase Money Doll.	Cts.	Name of the Purchaser.	Date of	Number of Receipt & Cert. of Purchase	To whom Patented	Date of Patent.	When Recorde Vol.	Page
E½ of N.E¼ & N.E¼ of S.E¼	21	9 S	2 W	120	83	Located by				S.C.McPherson	July 12"/60	7570	Wt.#6127			
W½ of N.E. & N.W¼ of S.E¼	21	9 S	2 W	120	83	Located by				S.C.McPherson.	" " "	7569	Wt.#74792			
E½ of N.W¼ & N.E¼ of S.W¼	21	" "	" "	120	83	Located by				S.C.McPherson	" " "	7567	Wt.#80213.			
W½ of N.W¼ & N.W¼ of S.W¼	21	" "	" "	120	83	Located by				S.C.McPherson.	" " "	7568	Wt.#11994			
F.C.S.W¼ of S.W¼	21	" "	" "	40	25			9	00	Jean B.Doucet	June 11"1888	669				
S½ of S.E¼ & S.E¼ of S.W¼	21	" "	" "	120	83	Located by				S.C.McPherson.	July 12/ 60	7547	Wt. # 26932			
T.C.Lot No One (1) or North East¼	22	" "	" "	160	06	Located by				Michel Wendling	" 26/88	673	Excess Receipt No. 13477			
Home North West¼ or Lots Nos. 2 & 3	22	" "	" "	161	32			15	65	Theodore Baronet	Apl.24"1888	10402	Excess Receipt No. 12546			
Home Lot No.Six (6) or South East frl¼	22	" "	" "	104	02			12	60	Aristide Montevereverde.	Dec.31/1885	8991				
Home Lots Nos.4 & 5 or South West¼	22	" "	" "	161	32			15	50	Matthias McGrath	July 19"1870	1589	F.C.No. 254.			
Home Lot No.Two (2) or South East frl 1/4	23	" "	" "	119	10			12	97	Hyacinthe Quebedeaux	May 24"1888	10503				
Home Lot No. One (1) or N.E.Frl 1/4	23	" "	" "	97	72			12	45	John Quebedeaux	Aug.10"1888	10627				
										Melon Doucet	Nov.7"1860	7923				

Description of Tract Part of Sec.	Sec.	Twp.	Range	Contents Acres	100ths	Rate per acre Doll.	Cts.	Purchase Money Doll.	Cts.	Name of the Purchaser.	Date of	Number of Receipt & Cert. of Purchase	To whom Patented	Date of Patent.	When Recorde Vol.	Page
E½ of N.E¼ & N.E¼ of S.E¼	21	9 S	2 W	120	83	Located by				S.C.McPherson	July 12"/60	7570	Wt.#6127			
W½ of N.E¼ & N.W¼ of S.E¼	21	9 S	2 W	120	83	Located by				S.C.McPherson.	" " "	7569	Wt.#74792			
E½ of N.W¼ & N.E¼ of S.W¼	21	" "	" "	120	83	Located by				S.C.McPherson	" " "	7567	Wt.#80213.			
W½ of N.W¼ & N.W¼ of S.W¼	21	" "	" "	120	83	Located by				S.C.McPherson.	" " "	7568	Wt.#11994			
P.C.S.W¼ of S.W¼	21	" "	" "	40	25			9	00	Jean B.Doucet	June 11"1888	669				
S½ of S.E¼ & S.E¼ of S.W¼	21	" "	" "	120	83	Located by				S.C.McPherson.	July 12/ 60	7547	Wt. # 26932			
T.C.Lot No One (1) or North East¼	22	" "	" "	160	06	Located by				Michel Wendling	" 26/88	673	Excess Receipt No. 13477			
Home North West¼ or Lots Nos. 2 & 3	22	" "	" "	161	32			15	65	Theodore Baronet	Apl.24"1888	10402	Excess Receipt No. 12546			
Home Lot No.Six (6) or South East frl¼	22	" "	" "	104	02			12	60	Aristide Montevergde.	Dec.31/1885	8991				
Home Lots Nos.4 & 5 or South West¼	22	" "	" "	161	32			15.50		Matthias McGrath	July 19"1870	1589	F.C.No. 254.			
Home Lot No.Two (2) or South East frl 1/4	23	" "	" "	119	10			12	97	Hyacinthe Quebedeaux	May 24"1888	10503				
Home Lot No. One (1) or N.E.Frl 1/4	23	" "	" "	97	72			12	45	John Quebedeaux	Aug.10"1888	10627				
Fractional Sec.	24	" "	" "	277		25		69	25	Melon Doucet	Nov.7"1860	7923				

TOWNSHIP NO.9 -- SOUTH RANGE NO.2 --- WEST.

DISTRICT OF OPELOUSAS.

Description of Tract: Part of Sec.	Sec.	Twp.	Range	Contents: Acres	100ths	Rate per acre: Doll.	Cts.	Purchase Money: Doll.	Cts.	Name of Purchaser	Date of sale	Number of Receipt & Certificate of Purchase.	To whom Patented	Date of Patent	When recorded. Vol.-Page.
Frac.Sec.	25	9 S	2 W	145	70	1	25	182	13	Simar Richard	Feb.13"1850	5113			
All of Sec.	26	9 S	2 W	Selected for the State under Act March 2" 1849.											
Section	27	9 S	2 W	The claim of Will Callaghan											
Lot No.Two (2)	28	9 S	2 W	121	00	1	25	151	25	Baptiste Trahan & Antoine Cart	Mch.18"1836	1232			
Home Lot No.One (1)	28	" "	" "	See Sec.29 Cut No.2102.						Thomas W. Wilson	May 10"1869	740	F.C. No.174.		
Home Lot No.one. (1) or N.E.¼	29	9 S	2 W	149	60			14	00	John Wilson	Nov.20"1869	1136	F.C. No.234.		
Lot No. Five (5) or S. E. frl. 1/4	29	" "	" "	104	60			14	00	Patrick M.Tompkins	Feby.9"1871	2102	F.C. No. 350		
Home Lot No.one (1)-Sec. 28 & Lot No.2	29	" "	" "	169	60			26	00	Charles Dugat & Placide Sonier	Jure 8"1836	1476			
South West¼	29	" "	" "	161	20	1	25	201	50	John Wendline Jr.	Sept 3"1887	9871	Excess Receipt No.10950		
Home North West¼ or Lots 2 and 3.	30	" "	" "	161	44			15	80	John Reagan	June 9"1870	1522	F.C. No.332		
Home Lot No.One (1)	30	" "	" "	150	82			14	00	Michel Scanlan	Nov 30"1869	1132	F.C. No.138.		
Lot #4 or S.W¼	30	" "	" "	147	95			14	00	John Wendling.	Aug.24"1883	7476	Excess Receipt No.7078.		
Home S.E¼ or Lots 5 &	30	" "	" "	152	08										

Description of Tract				Contents		Rate per acre		Purchase Money		Name of Purchaser	Date of sale	Number of Receipt & Certificate of Purchase.	To whom Patented	Date of Patent	When recorded. Vol.-Page.
Part of Sec.	Sec.	Twp.	Range	Acres	100ths	Doll.	Cts.	Doll.	Cts.						
Frac.Sec.	25	9 S	2 W	145	70	1	25	182	13	Simar Richard	Feb.13"1850	5113			
All of Sec.	26	9 S	2 W	Selected for the State under Act March 2" 1849.											
Section	27	9 S	2 W	The claim of Will Callaghan											
Lot No.Two (2)	28	9 S	2 W	121	00	1	25	151	25	Baptiste Trahan & Antoine Cart	Mch.18"1836	1232			
Home Lot No.One (1)	28	" "	" "	See Sec.29 Cut No.2102.						Thomas W. Wilson	May 10"1869	740	F.C. No.174.		
Home Lot No.one. (1) or N.E.¼	29	9 S	2 W	149	60			14	00	John Wilson	Nov.20"1869	1136	F.C. No.234.		
Lot No. Five (5) or S. E. frl. 1/4	29	" "	" "	104	60			14	00	Patrick M.Tompkins	Feby.9"1871	2102	F.C. No. 350		
Home Lot No.one (1)-Sec. 28 & Lot No.2	29	" "	" "	169	60			26	00	Charles Dugat & Placide Sonier	Jure 8"1836	1476			
South West¼	29	" "	" "	161	20	1	25	201	50	John Wendline Jr.	Sept 3"1887	9871	Excess Receipt No.10950		
Home North West¼ or Lots 2 and 3.	30	" "	" "	161	44			15	80	John Reagan	June 9"1870	1522	F.C. No.332		
Home Lot No.One (1)	30	" "	" "	150	82			14	00	Michel Scanlan	Nov 30"1869	1132	F.C. No.148.		
Lot #4 or S.W¼	30	" "	" "	147	95			14	00	John Wendling.	Aug.24"1883	7476	Excess Receipt No.7078.		
Home S.E¼ or Lots 5 & 6.	30	" "	" "	162	08			16	60						

TOWNSHIP NO. 9 ---- SOUTH RANGE NO. 2 -- WEST

DISTRICT OF OPELOUSAS.

Description of Tract Part of Sec.	Sec.	Twp.	Range	CONTENTS Acres	100ths	Rate per acre Doll.	Cts.	Purchase Money Doll.	Cts	Name of Purchaser	Date of sale	Number of Receipt & Certificate of Purchase	To whom Patented	Date of Patent	When recorded. Vol. Page.
Section	31	9 S	2 W	The claim of John Mouton											
Section	32	9 S	2 W	The claim of Valere Bourque											
Section	33	9 S	2 W	The claim of Raphael Smith											
Section	34	9 S	2 W	The claim of Andrew Martin.											
Lots Nos. 1 and 2.	35	9 S	2 W	Selected for State under Act Mch. 2"							1849				
Lot No. Three (3)	35	" "	" "	136	00	1	25	170	00	Leandre Bourque	Apr. 15" 1839	2565			
Purchaser Lot No. 2	36	9 S	2 W	9	77	1	25	12	21	Joseph Lasage	Aug. 10" 1888	13501	Pre-emption Entry D.S.No. 82.		
Tract North portion	36	" "	" "	Entered See Sec. 43.						Darius C. Calkins	Jan. 8" 1885	8504	F. C. No. 2253.		
Purchase a balance of Land the S. W. Frl. 1/4 or Lot No. Five (5)	37	9 S	2 W	21	37			5	35	Victor Maignaud legal representative of P. Deshotels	Octr. 12" 1887	11016	Issued under authority from G.L.O. Original Entry 8091		
Home Lot No. 7	37	" "	" "	76	76			6	91						
Home Lots Nos. 3 & 4	37	" "	" "	161	46			15	50	Hilaire Venable	June 23" 1881	6012	F.C. No. 2267.		
Lot No. 5 on Frl. S.W.	37	" "	" "	136	00		25	34	00	Auzeme Daigle	Apr. 27" 1881	5958	F.C. No. 2255.		
										Pierre Deshotels	Jan. 13" 1861	8091			
Home Lots Nos. 1 & 2 or North East	37	" "	" "	160	84			15	05	Henry C. Wilkins	Feby. 3" 1886	9026	Excess Receipt No. 9406-F.C. #2431.		

Description of Tract Part of Sec.	Sec.	Twp.	Range	CONTENTS Acres	100ths	Rate per acre Dollars	Cts.	Purchase Money Dollars	Cts	Name of Purchaser	Date of sale	Number of Receipt & Certificate of Purchase	To whom Patented	Date of Patent	When recorded. Vol.Page.
Section	31	9 S	2 W	The claim of John Mouton											
Section	32	9 S	2 W	The claim of Valere Bourque											
Section	33	9 S	2 W	The claim of Raphael Smith											
Section	34	9 S	2 W	The claim of Andrew Martin.											
Lots Nos. 1 and 2.	35	9 S	2 W	Selected for State under Act Mch.2"							1849				
Lot No. Three (3)	35	" "	" "	136	00	1	25	170	00	Leandre Bourque	Apr.15" 1839	2565			
Purchaser Lot No.2	36	9 S	2 W	9	77	1	25	12	21	Joseph Lasage	Aug.10" 1888	13501	Pre-emption Entry D.S.No.82.		
Tract North portion	36	" "	" "	Entered See Sec.43.						Darius C.Calkins	Jan.8" 1885	8504	F. C. No. 2253.		
Purchase a balance of Land the S.W.Frl.1/4 or Lot No. Five (5)	37	9 S	2 W	21	37			5	35	Victor Maignaud legal representative of P.Deshotels	Octr.12" 1887	11016	Issued under authority from G.L.O. Original Entry 8091		
Home Lot No.7	37	" "	" "	76	76			6	91						
Home Lots Nos.3 & 4	37	" "	" "	161	46			15	50	Hilaire Venable	June 23" 1881	6012	F.C. No.2267.		
Lot No.5 on Frl. S.W¼	37	" "	" "	136	00		25	34	00	Auzeme Daigle	Apr.27" 1881	5958	F.C. No.2255.		
Home Lots Nos.1 & 2 or North East¼	37	" "	" "	160	84			15	05	Pierre Deshotels	Jan.13" 1861	8091			
										Henry C. Wilkins	Feby.3" 1886	9026	Excess Receipt No.9406-F.C.#2431.		
Home Lot No. Six (6)	37	" "	" "	113	14			13	00	Jules Doucet	June 23" 1881	6011	F. C. No.2246.		

TOWNSHIP NO.9 --- SOUTH RANGE NO.2 -- WEST.

DISTRICT OF OPELOUSAS.

Description of Tract Part of Sec.	Sec.	Twp.	Range	Contents Acres	100ths	Rate per acre Doll.Cts.	Purchase Money Doll.	Cts.	Name of the Purchaser	Date of Sale	Number of receipt & Certificate of Purchase.	To whom Patented.	Date of Patent	When recorded Vol.	Page.
Lots Nos. 1 and 2	38	9 S	2 W	161	50	Located by									
Lot No. Three (3)	38	" "	" "	101	00	25	25	25	Francois Richard	July 23" 1860	7627	M. Wt.# 41764			
Lot No. Four (4)	38	" "	" "	101	00		14	00	Francois A. Daigle	Jan.14" 1861	8051				
Lot No. Six (6)	38	" "	" "	110	00		14	00	Julien Grante Jr.	May 13"	758	F.C. # 297			
Home Lot No. Five (5)	38	" "	" "	82	60		7	07	Narcisse Doucet	May 25" 1869	792	F.C.# 298			
Lot No. Seven (7)	38	" "	" "	144	00	25	36	00	William McFarlan	Feby.26" 1878	4947	F.C. No.1632.			
Section 39	39	9 S	2 W	The claim of Joseph Andrews					Helaire Doucet	Nov.7"	7924				
Section 40	40	9 S	2 W	The claim of George King											
Home Lot No. One (1) or North 1/2 Sec.	41	9 S	2 W	89	00		12	22							
Home South East[4]	42	9 S	2 W	161	14		15	42	Henry Gellert	Mch.21" 1873	3570	F.C.No.799			
Home South West[4]	42	" "	" "	161	20		15	42	John Johnston	Apl.5" 1871	2225	F.C.No.367			
Home North East[4]	42	" "	" "	161	20		15	50	Alfred Fontenot	April 27" 1881	5959	Excess Receipt No.2254.			
F. C. North West[†]	42	" "	" "	161	20		15	50	Gottlieb Lekeet	June 27" 1883	7333	Excess Receipt No.6651			
Frl North portion of Sec.36 and all of Frl.	43	9 S	2 W	155	57		13	90	Vanransalear Carey	Feby.11" 1884	235	Excess Receipt No.7774.			
									Darius C. Calkins	Jan.8" 1885	8504	Soldiers Home F.C.No.2253.			

TOWNSHIP NO.9 -- SOUTH RANGE No.2 -- WEST.

DISTRCT OF OPELOUSAS.

Description of Part of Sec.	Tract. Sec.	Twp.	Range.	Contents Acres	100ths	Rate per acre Doll.Cts.	Purchase money. Doll.	Cts.	Name of the Purchaser.	Date of Sale	Number of Receipt & Certificate of Purchase.	To whom Patented	Date of Patent.	When recorded Vol.	Page
Home Frl. Sec.	44	9 S	2 W	94	14		12	40	August O. Scheip	Jany.31" 1887	9467				
Home North East¼	45	9 S	2 W	150	19		14	00	William LeBleu	Feby.11" 1885	8545				
Home South East¼	45	" "	" "	160	24		14	30	Jacob F. Geneib	Aug.9" 1887	9838	Excess Receipt No. 10904.			
Home North West¼	45	" "	" "	161	16		15	45	Theogene Daigle	Octr.11" 1882	6822	Excess Receipt No.6004.			
Home South West¼	45	" "	" "	160	24		14	00	Cyprien Fontenot	Mch.14" 1884	7946				
Home Frl.Sec.	46	9 S	2 W	118	87		12	95							
Section	47	9 S	2 W	Claimed by Representative of Anthony Corkran but no confirmation Entry can be found.											
Section	48	9 S	2 W	The claim of John McDaniel.											
Section	49	9 S	2 W	180	04	25	45	01	Ursin Doucet	Novr.9" 1860	7931				
All of Sec.	50	9 S	2 W	168	51	Located by			Joseph Lavergne	Octr.9" 1860	7843	M.Wt.No.93182			
All of Sec.	51	9 S	2 W	165	95	1 25	207	44	C.Z.Martin.	July 10" 1860	7499				
Home North West 1/4	52	9 S	2 W	159	88		14	00	Joseph Young	July 25" 1883	7367				
Home South West 1/4	52	" "	" "	159	88		14	00	Theodule Daigle	July 17" 1882.	6665				
Home North East 1/4	52	" "	" "	159	88		14	00	Esteve Daigle	July 17" 1882.	6666				
Home South East 1/4	52	" "	" "	148	32		14	00	Eugene Fontenot	Decr.27" 1886.	9429				

TOWNSHIP No. 9 ---SOUTH RANGE NO. 2 WEST.

DISTRICT OF OPELOUSAS.

Description of Tract Part of Sec.	Sec.	Twp.	Range	Contents Acres	100ths.	Rate per Acre Doll.	Cts.	Purchase Money, Doll.	Cts.	Name of the Purchaser	Date of sale.	Number of Receipt & Certificate of Purchase.	To whom Patented.	Date of Patent.	When recorded. Vol.	Page
Home Lot No.two (2)	53	9 S	2 W	5	84	Selected for School by Jno. McEnery State Agent					June 28" 1887	Act May 20" 1826.				
Home North Frl.1/2	53	" "	" "	157	00			14	00	Dominique Bertrand.	Septr.13" 1870.	1688	F.C.No.260			
Section	54	9 S	2 W	The claim of Isaac Baldiom						Marie Miller and S. Bergeot.	June 24" 1854	5642				
Fractional	55	9 S	2 W	164	00	1	25	205	00							
Section	56	9 S	2 W	The claim of Isabelle Landry widow of M. Richard.												
Home North west 1/4 or Lots Nos.2 & 3	57	9 S	2 W	159	48			14	00	Gustave Clement	Mch.24" 1885.	8597				
Put.Entry Lots 1.4 & 5	57	" "	" "	165	88	1	25	207	35	William Burwell	Aug.20" 1884.	8544.				
Home S.1/2 of S.E.1/4 Sec.32.Tp.8 S.R.2 W.& E. 1/2 of N.E. 1/4	58	9 S	2 W	160	44			14	55	Terrance Trahan	July 20" 1887	9774	Excess Receipt No.10818.			
Home West 1/2 of N.W. 1/4.	58	9 S	2 W	Entered See Sec.60						Oezine Fontenot.	Septr.14" 1883.	7518				
Home South West 1/4	58	" "	" "	159	92			14	00	Alcide Daigle.	Octr. 28" 1881	6230	F.C. No.2405.			
Home South East 1/4.	58	" "	" "	159	92			14	00	Cleber Berges	Aug.10" 1883.	7412				
Home W 1/2 of N.E.1/4 and E.1/2 of N.W.1/4	58	" "	" "	160	16			14	00	Lebruise Berges	Aug.10" 1883.	7411.				

(664)

TOWNSHIP NO.9 -- SOUTH RANGE NO.2 --West.

Description of Tract. Part of Sec.	Sec.	Twp.	Range.	Contents Acres	100ths.	Rate per acre. Dolls.	Cts.	Purchase Money Doll.	Cts.
Home Lots Nos.4 & 5 Sec.31-Tp. 8 S.R. 2 W. w.1/2 of N. W.1/4-Sec. 58 & Lot No. One (1)	60	9 S	2 W	155	68			14	00
Lot No.Two (2)	60	" "	" "	19	12	Selected for Schools.			
Section	61	9 S	2 W	The claim of David F.Sacket					
Section	62	9 S	2 W	The claim of Claude Chabot.					
Section	63	9 S	2 W	The claim of William Bundick.					
Section	64	9 S	2 W	The claim of Paul Boutin					
Section	65	9 S	2 W	The claim of Pierre Guidry.					
All of Section	66	9 S	2 W	120	98	Selected for Schools			

DISTRICT OF OPELOUSAS.

Name of the Purchaser.	Date of Sale.	Number of Receipt & Certificate of Purchase.	To whom Patented.	Date of Patent.	When recorded. Vol.Page.
Onezime Fontenot.	Septr.14" 1883	7518.			
John McEnery State Agent	June 28" 1887- Act May 20 1826.				

by John
McEnery
State Agent,June 28" 1887--Act May 20"1626.

State of Louisiana,)
Parish of Acadia.) I,Raymond T.Clark,Clerk of the 18th Judicial District Court in and for the aforesaid Parish and State,Do hereby certify that the within and foregoing is a true and correct copy of pages 68 to 76 inclusive of the Abstract of Lands as per Abstract Book now on file in my office.

Witness my hand and seal of office at Crowley,La.this 25" day of June,1902.

R. T. CLARK,
Clerk of Court.

Filed June 25" 1902.
R. T. CLARK.

667 Testimony of Zenor Huber, Marked No. 20.

ZENOR HUBER being first duly sworn deposes and says:

Q. Do you know where the tract of land which is now in controversy, Mr. Huber, is situated called section forty seven on Bayou des Cannes in Prairie Mamou—in township nine south range two west?

A. Yes, sir.

Q. Mr. Huber, did you ever have anything to do with this land?

A. Yes, sir, I bought it for taxes for Mr. Gellert.

Q. Mr. Henry Gellert, do you mean?

A. I believe his name is Henry Gellert.

Q. In what year was that, Mr. Huber?

A. It was along about eighteen hundred and seventy nine or in the early part of eighteen hundred and eighty, I do not remember the exact year.

Q. You say that you bought it for Mr. Henry Gellert along the latter part of eighteen hundred and seventy nine or the early part of eighteen hundred and eighty?

A. Yes, sir.

Q. What did you do after you bought it?

A. I took a copy of the act of sale and forwarded it to Mr. Gellert at Dayton, Ohio where he lived at the time and he sent me the money—he sent me fifty dollars and I sent him twenty dollars back, I do not recollect if I paid for the land or not.

Q. Did you take possession of the land?

A. Yes, sir.

Q. Did you have it surveyed?

A. Yes, sir, and I proved the lines myself.

Q. Did this surveyor run the lines out of section forty seven—township nine south range two west mentioned?

A. Yes, sir.

Q. Located the lines of this section?

A. Yes, sir, we ran the lines around the whole tract.

Q. When was that, Mr. Huber?

A. Well, it was some time after I had bought the land for him.

668 Q. How long about?

A. I could not tell you that—it might have been six months and it might not have been that much, I never paid no attention to it—I thought I had done my duty when I bought the land—I never thought I would have to come into court about it or have any trouble about it.

Q. Did the surveyor measure the land and put down stakes at the corners?

A. Yes, sir, there was a man by the name of Sheep and a creole whose name I do not know any more.

Q. Who carried the chain?
A. I did.
Q. Did you carry the chain around?
A. Yes, sir.
Q. Around the whole section?
A. I do not know about that but any how for the most part of it.
Q. Who was attending to it for you?
A. There was a man by the name of Sheep and a creole that lives down in that part of the country, I do not know his name.—I have forgotten all about it.
Q. Did Bill Gellert take possession?
A. Yes, sir.
Q. When did he take possession?
A. Yes, sir, he came down from Dayton, Ohio and I showed him the land and he took possession of it—that is all I know about it.
Q. Did he cultivate it?
A. Yes, sir.
Q. In what?
A. In rice—he put part of it in rice—he did not cultivate all of it at all.
Q. Did he put up any buildings on it?
A. No, sir, he did not build.
Q. Did he not live right next to it?
A. I believe it almost joined—it was pretty close.
669 Q. And was it not section forty one he lived on?
A. I could not tell you that.
Q. How long after this sale was it that he came down to take possession in person?
A. It might be a year or it might be six months, I do not recollect exactly how long after it was.

All of the above and foregoing testimony is objected to by counsel for plaintiffs on the same grounds urged in their objection to items numbers one and two of defendants' offerings—same ruling—same bill reserved.

Q. Now, Mr. Huber, did not Mr. Gellert stay in possession of that land until he sold it?
A. I think so—I know he had a lawsuit once with another party and I believe he gained the suit,—they wanted to deprive him of it. I never bothered with anything about it.

With reservation of their objections counsel for plaintiffs asked the following cross-interrogatories:

Q. Can you fix at all with any certainty the time when Mr. Henry Gellert took actual possession of that property?
A. No, sir, I can not do that. I can not do anything like that.
Q. Now, Mr. Huber, is it not a fact that there were some French people on that land with whom he had a lawsuit about getting possession of it?

A. When I bought the land there was nobody on the land—it was good prairie land but there was nobody on it—after that time some other parties settled on the land and Mr. Gellert had to sue to get them off of the land.

Q. You say they settled on the land—were they not on the land and did not Mr. Gellert have to sue them to get possession of the land?

A. I could not swear what the suit was about, but I was a witness in the suit to prove the questions what was asked—I do not recollect very well since I had the fever—the yellow fever in fifty-three—since that time I have lost my memory.

670 Re-examined in chief:

Q. Now, Mr. Huber, you say that you know he had a suit and that you know also that he won it?

A. Yes, sir.

Q. And you were a witness in that suit?

A. Yes, sir, but what my testimony was I could not swear to it.

Q. And you say, Mr. Huber, that you knew that Mr. Gellert came and took possession of that land?

A. I could not tell you exactly the time.

Q. Could you not state whether it was six months after or a year after?

A. I could not tell you what time it was afterwards when he took possession—I only know that he took possession.

Q. It was not any longer than a year was it?

A. I could not tell you—it may have been more or may be less—I never paid much attention to it—I could not swear to what time it was—I could not swear to that.

Testimony of Jean Gay, Marked No. 21.

Mr. JEAN GAY being first duly sworn deposes and says:

Q. Mr. Jean Gay, do you know anything about Henry Gellert taking possession of section forty seven—township No. nine—south range two west and known as the Anthony Corkran tract?

A. Yes, sir.

Q. When did Henry Gellert take possession of that land?

A. The best I can remember it was eighteen or nineteen years ago last February.

Q. Were the lines of that land well marked?

A. Yes, sir, he had them surveyed not long before that at that time.

Q. Did he cultivate it?

A. Yes, sir, part of it.

Q. Did he not pasture it?

671 A. Yes, sir, part of it.

Q. Did he not claim to own all of the land between the lines the surveyor ran?

A. Yes, sir, he had employed me to work in the timber—splitting pieux, as well as posts to build fences.

Q. How much of that land did he enclose?

A. Well, I can hardly tell how much—he had some of the land in rice, some in potatoes and then he had most of the prairie land in rice.

Q. You say most in rice?

A. Yes, sir, and he had some in potatoes.

Q. Did he not use the wood land by cutting the timber for posts and for other purposes?

A. Yes, sir.

Q. This land in dispute is composed partly of prairie land and partly of wood land is it not?

A. Yes, sir.

Q. Is it not situated on Bayou des Cannes?

A. Yes, sir.

Q. On what bank is that tract going down Bayou des Cannes?

A. On what bank?

Q. Yes, going down the bank of the Bayou des Cannes where it empties in the Mermentau river? On what side of the bayou?

A. On the right side of the bayou.

Q. Is it timbered along the bayou?

A. Yes, sir.

Q. Between the timber land and the rear end of the section lies the prairie land cultivated in rice?

A. I do not know—I do not understand the question.

Q. Is this section you speak of in Lower Mamou prairie?

A. Yes, sir.

Q. Is not Prairie Mamou well known throughout that country?

A. Yes, sir.

672 Q. Was it not called Lower Mamou?

A. Yes, sir.

Q. Was that the name it went by?

A. Yes, sir.

Q. Between what bayous is that land situated?

A. It is between Bayou Nez Pique and Bayou des Cannes.

Q. Now, Mr. Jean Gay, please look at that map and look at that section and I will ask you whether or not the lands that were marked by the surveyor as including this grant correspond with the lines laid down on the map?

This question is objected to by counsel for plaintiff- on the ground that the witness is not an expert in surveying and as the above question calls for an expert opinion of the witness and the witness has not been shown to be an expert either in surveyng or running of lines or location of Government lands on the ground in that section.

Which objection was overruled by the court—to which ruling of the court counsel for plaintiffs except, reserve a point and tender this note to stand in lieu of a bill.

A. Please tell me that question again and tell it to me in French as I cannot understand it so well when it is in English.

Q. Well, I will ask you again to look at that map and look at the section and see whether the lines marked by the surveyor as including this ground corresponds with the lines laid down on the map?

A. Yes, sir, as well as I can see they do.

Q. Mr. Jean Gay, how long did Mr. Henry Gellert have possession of that land?

A. He had possession of that land for about nine or ten years after which time he sold it.

Q. Mr. Jean Gay, do you live in that section of the country?

A. Yes, sir, I live close to him.

Q. Did Mr. Gellert put up any buildings on the land before he sold it?

673 A. Yes, sir.

Q. And he occupied the whole of that land as owner before he sold it?

A. Yes, sir.

Q. Did the parties or partie to whom he sold this land take possession and continue in possession?

A. Yes, sir.

Q. Who took possession after Henry Gellert?

A. It was Valentine Huber.

Q. Did he take possession?

A. I do not know whether he did or not—I do not know whether he took possession or whether he had some one to work for him on the place,—as well as I remember I do not believe that he lived on the place, but he had people there working.

Q. They occupied the place representing him?

A. Yes, sir.

Q. Do you remember when he sued these gentlemen, namely, Eugene Houssiere, Laurant Arnoudet and Arthur Latreille?

A. Yes, sir, I heard about it.

Q. Who took possession after Henry Gellert?

A. It was Valentine Huber——

Q. I mean to whom did Mr. Gellert sell?

A. He sold to Valentine Huber.

Q. And to whom did Valentine Huber sell?

A. He sold to me.

Q. How long did Valentine Huber own that land before he sold it to you?

A. I can not tell you that.

Q. About?

A. May be a year or two.

Q. Was he continuously in possession of that land as owner up to the time he sold it?

A. Yes, sir, there was some one who occupied it all of the time.

674 Q. Did you take possession when he sold it to you?

A. No, sir.

Q. Who was in possession after it was sold to you?

A. Arthur Latreille, Laurent Arnoudet and Eugene Houssiere. After I bought it I had them working on the place as I did not occupy it myself.

Q. When you bought the place you put them on it?

A. Yes, sir.

Q. And they held the property for you?

A. Yes, sir.

Q. How long did you own that property?

A. That was up to, I guess, it was pretty near two years and I sold the property out.

Q. You sold to them did you not?

A. Yes, sir.

Q. Did they take possession immediately?

A. They were already on it.

Q. And have they been in possession continuously since that time up to the present?

A. Yes, sir.

Q. The property was sold to them in separate tracts?

A. Yes, sir.

Q. In three separate tracts?

A. Yes, sir.

Q. Those three separate tract- embraced the entire section?

A. Yes, sir, it took the entire Corkran claim.

Q. Then, I understand you to say, Mr. Jean Gay, that from the time the land was sold by Henry Gellert up to the present time persons have been continuously in possession of that property as owners either by themselves or by somebody on the land representing them as tenants?

A. Yes, sir.

Q. Is that land situated in Lower Prairie Mamou?

A. Yes, sir.

675 & 676 Q. On the left descending bank of Bayou des Cannes is Prairie Hayes is it not?

A. Yes, sir.

Q. And on the right is Prairie Mamou?

A. Yes, sir.

—. And it extends to Bayou Nez Pique?

A. Yes, sir.

Q. How long have you been living in Lower Prairie Mamou?

A. About twenty one years, I think.

Q. Mr. Jean Gay, was there any other land besides section forty-seven—township nine—south range two wast which is now in controversy which was claimed or known to belong to Anthony Corkran or his heirs?

A. Not that I know of.
Q. Is this the only tract?
A. It is all I know of.
Q. If there had been any other property you would have known it?
A. I should think so.
Q. You are familiar with all of those grants in Prairie Mamou are you not?
A. Yes, sir.
Q. While you were the owner of the property to whom was this land assessed and who paid the taxes on the land?
A. I did.
Q. You paid the taxes?
A. Yes, sir.
Q. Do you remember when Max Gertsy had possession of this property as owner?
A. I do not think so.
Q. Had Eugene Houssiere, Laurent Arnoudet and Arthur Latreille been in possession of this property as owner from the time of this purchase up to now?
A. Yes, sir, since I sold it.
677 Q. Have they any improvements on that property?
A. Yes, sir.
Q. What are the improvements? Of what do they consist?

This testimony was objected to by counsel for plaintiffs on the ground that the allegations are too vague and indefinite to permit proof being offered to prove the amounts claimed—the allegation not being sufficient to put plaintiffs on their guard as to the details going to make up the various amounts claimed. The court admits the testimony not for the purpose of proving the value of the improvements so as to entitle defendants to recover for the same, but simply for the purpose of proving *bona fide* possession—to which ruling of the court the counsel for the plaintiffs except, reserve a point and tender this note to stand in lieu of a bill.

Q. State what the improvements are that were placed on that property by the three defendants?
A. Fences, houses, sheds and a saw mill.
Q. How old are they—when were they placed there?
A. Do you mean how long have they been on the place?
Q. Yes.
A. About nine or ten years I think.

All of the above and foregoing testimony is objected to on the grounds stated on the introduction of offerings number one and number two on defendants' note of evidence. Objection overruled by the court—bill reserved.

Without waiving the benefit of the objections made, counsel for plaintiff- propounded the following interrogatories :—

Q. Are you a surveyor, Mr. Gay?
A. No, sir.
Q. Have you ever exercised the profession of surveyor?
A. No, sir.
Q. Are you an abstractor of titles?
A. No, sir.
Q. Can you tell where the United States deputy surveyor that surveyed the lines of section forty seven—township nine south
678 of range two west ran those lines on the ground? I mean in Prairie Mamou?
A. I seen what lines he told me they had run—Gellert showed me the lines.
Q. Well, Mr. Gay, of your own knowledge you do not know where the lines of section forty-seven—township nine—south of range two west runs according to the Government survey?
A. No, sir, I cannot only from what I seen of the posts there.
Q. Then you can only tell me from what Mr. Gellert showed you were the Government lines—you cannot tell me whether they are correct or not?
A. No, sir, I cannot tell you whether they are correct or not.
Q. Are you familiar with the entries or abstracts of the Government properties in this parish or in St. Landry parish?
A. How is that?
Q. Are you familiar or do you know the abstracts or entries of the Government land in this parish or in St. Landry parish?
A. No, sir, I am not an expert.
Q. Are you not a man of a very limited education or are you a man of considerable education or not?
A. I have hardly any learning at all.
Q. Have you followed the business in Acadia parish of looking up titles?
A. No, sir.
Q. And you do not pretend to be familiar with the entries from the United States Government records?
A. No, sir, for I know nothing about them.
Q. And you do not know of your own knowledge whether Anthony Corkran or his heirs had any other lands in this parish or not?
A. I cannot say whether they had or not—I never heard that they had.
Q. And, Mr. Gay, you are not familiar with the transfer of titles as recorded in this parish in the recorder's office?
A. No, sir.
679 Q. Now Mr. Jean Gay, why was it that Mr. Huber in his sale to you refused to warrant your title?
A. I do not know.
Q. Why was it that you in selling—you also refused to warrant the title?
A. Because I only sold it as I bought it.

Q. And you did not want to be bound by the transfer to pay these people any money in case they lost the land?

A. I only sold it as I bought it.

Q. Is it not a fact that when you bought from Mr. Huber did he not state that he had bought from Mr. Gellert and Mr. Gellert had bought at tax sale and he did not know whether the title was good or not?

A. Yes, sir.

Q. And when you sold you made the same explanation.

A. I sold it just as I bought it.

The above and foregoing testimony is objected to by counsel for defendants on the ground that it is a parol attack upon the defendants' title herein; that defendants are three parties relying upon the faith of the records and are protected by the registry laws against any such attack as this: that the legal bearing and consequence of the quit claim cannot be omitted or added to it showing why a quit claim only was given and why warranty was excluded that as between the parties to an authentic act parol evidence shall not be received to contradict, vary or alter the same except upon allegations of fraud, duress or error. And for the further reason of the three years' prescription of the article of the constitution of 1898 barring any inquiry into the validity of a tax sale; that the plaintiffs herein are shut off from any right to inquiry into the good faith or informality of this tax sale. This is a petitory action and the tax sale can be subjected to a direct attack in same—its absolute nullity would not be questioned by the prescription and by the barrier established by the constitution of 1898 and that there was an
680 assessment and that the taxes had been paid upon the same property. Which objection was overruled and the testimony was allowed to go in for the purpose of showing the *bona fides* of the parties. To which ruling of the court counsel for defendants except, reserve a point and tender this note to stand in lieu of a bill. To all testimony of a similar character counsel for defendants except and upon the grounds already stated—same ruling—same bill reserved.

Q. Is it not a fact, Mr. Gay, that Laurent Arnoudet, Arthur Latreille and Mr. Eugene Houssiere the defendants in this present suit were at one time contesting the possession with Mr. Henry Gellert of the property which Gellert claimed under the tax title?

A. Yes, sir.

Q. Did not Mr. Henry Gellert and those parties have a law suit over that identical piece of ground?

A. Yes, sir.

Q. If it be true that these defendants were contesting the possession of Mr. Gellert and Mr. Gellert was contesting their possession how is it possible for both parties to be in possession of the land at the same time?

A. Well, it seems that Mr. Laurent Arnoudet and the others had

no possession since the court decided against them—that Gellert must have had possession.

Q. Did not these three defendants, Latreille, Arnoudet and Houssiere at the time they claimed possession of the property have improvements—certain improvements on the property they were occupying?

A. Yes, sir, they each had built a small house when they came to take possession of the property.

Q. Were they not occupying that house or those houses as a matter of fact?

A. Who?

Q. Latreille, Houssiere and Arnoudet?

A. Yes, sir, they lived in the house.

Re-examined in chief:

Q. Mr. Jean Gay, you say that you have been living in
681 that neighborhood for about thirty years?

A. Yes, sir.

Q. What was land in that vicinity and that land worth about the year eighteen hundred and eighty two per acre?

A. Well, I cannot tell you exactly.

Q. Well, about how much was it worth?

A. Well, I have bought land at that time at one dollar and twenty five cents per acre myself.

Q. What was that land worth in nineteen hundred—about two years ago before the discovery of oil—about—you of course, cannot tell exactly just what it was worth?

A. I- was worth, I think, about two dollars and fifty cents to three dollars per acre.

Q. How long had Houssiere and Latreille been in possession when they were dispossessed during the whole incident of the suit?

A. I cannot say—I do not remember how long the lawsuit lasted.

Q. Can you say whether it lasted as long as six months or a year?

A. I think it was about that time.

Q. How long before the suit began had they taken possession of the property against Gellert's will?

A. To the best of my recollection it was not long.

Q. Was it as long as three months?

A. I cannot say—I believe that the first thing that Gellert did when they went to take possession was to notify them to quit.

Q. Did he allow them to remain there six months before the suit was brought?

A. I do not think that they had been there to the best of my recollection.

Reserving the benefit of the objection made by us to the testimony concerning the evil faith—*male fides* and only in the event of the testimony heretofore adduced is sustained in the record counsel for defendants propounds this question:

Q. Why was it that you gave a quit claim deed and what connection did you have with Houssiere, Arnoudet & Latreille
682 in procuring and obtaining that deed?

A. I gave them a sale just such as I obtained.

Q. Why?

A. Because I had it that way and I gave it just as I got it.

Q. Now, Mr. Jean Gay, you stated on yesterday that you were afraid of the tax title?

A. Well, it was not that—I was afraid to sell it that way, the only reason I sold in the way I did sell was because I had a tax title and I wanted to sell a tax title.

Q. Had there been any arrangement with you and Houssiere and others about the arrangement of that property?

A. Yes, sir.

Q. Was Arnoudet a party to that arrangement?

A. Yes, sir.

Q. What was the arrangement?

This question is objected to by counsel for plaintiffs on the ground that the question calls for the parol statement of the witness as to an agreement made between himself and other parties as to real estate and the evidence is clearly inadmissible—objection overruled—to which ruling of the court counsel for plaintiffs except, reserve a point and tender this note to stand in lieu of a bill.

Q. What was the arrangement?

A. The arrangement was this:—the gentleman who was owning the property at that time came to see Arnoudet, Houssiere and Latreille and wanted to sell them the property and these gentlemen did not have the money to buy it as the vendor wanted cash for it, so Houssiere came to see me and ask me to buy the property for them.

Q. Did that arrangement have anything to do with the warranty in the title?

A. I do not believe—we did not speak of it. at all I do not think.

Q. I ask you did that arrangement have anything to do with the warranty in the title?

683 A. Well, they did not ask me for any warranty and I simply gave them what I got.

Cross-examined:

Q. Mr. Gay, you are positive of the fact that Mr. Huber refused to warrant you the title because of the fact that both his title and the tax title of Mr. Gellert depended upon whether Mr. Gellert's tax title was all right or not?

Objections heretofore made to evidence of this character is considered urged to all other similar evidence—same ruling—same bill reserved.

A. I do not remember that — refused to warrant the title to me but I presume that he told me the title he had and which he wished to sell.

Q. Did he not, as a matter of fact, tell you that he would not transfer any other rights to you except such rights as he had acquired at the tax sale?

A. Yes, sir, I believe that is what he said to me as well as I can recollect.

Testimony of Valentine Huber, Marked "No. 22."

VALENTINE HUBER being first duly sworn deposes and says:

Q. Where do you reside, Mr. Huber? In what parish do you reside?

A. In Acadia parish.

Q. What connection have you had with this land in controversy?

A. I have worked the land once and later on I owned the land.

Q. And you say that later on you owned the land?

A. Yes, sir.

Q. When did you work that land and for whom did you work it?

A. It was in eighteen hundred and ninety when I rented it from Mr. Gellert.

Q. From whom did you say you rented it?

A. From Mr. Henry Gellert.

684 Q. How long did you occupy it Mr. Huber?

A. A little over a year.

Q. Did Mr. Gellert show you the boundary of his land?

A. Yes, sir.

Q. Was not this boundary he showed you the boundary line of section forty-seven, township nine south range two west?

A Yes, sir.

Q. Was not that land known in that part of the country as the Corkran tract?

A. That is what the people around there called it—some of them called it the Gellert tract also.

Q. Is not that tract of land situated in Lower Prairie Mamou on Bayou des Cannes?

A. Yes, sir.

Q. It fronts on the bayou?

A. Yes, sir.

—. And the side lines run back from the bayou?

A. Yes, sir.

Q. What was the extent of your cultivation, Mr. Huber, what did you cultivate the land in—in what was it cultivated—was it in rice?

A. I had been cultivating it in rice.

Q. Had it been cultivated in rice before you rented it from Gellert?

A. Yes, sir.

Q. By whom had it been cultivated and for whom?
A. It was cultivated by a man of the name of Vandoux and he had rented it from Mr. Gellert.
Q. For how long?
A. For a year—the year before me, before that—before me he rented it.
Q. Before that who worked it?
A. Before him Mr. Gellert worked it, he worked it himself.
685 Q. For how long a time did he work it?
A. For several years—five or six years, I believe.
Q. What buildings were there on the land when you got it?
A. There was no building on this tract when I got it.
Q. Were there any enclosu-es on it—any fences?
A. Yes, sir.
Q. And you say that when you rented it there were no buildings?
A. Yes, sir, there were no buildings.
Q. Did you put any buildings on it?
A. No, sir, I lived on the Gellert homestead adjoining it.
Q. Did not Gellert have *have* some cattle that he pastured on the land?
A. Yes, sir.
Q. Was the woodland used for making fences to enclose the field?
A. Yes, sir.
Q. And for other farming purposes?
A. Yes, sir, I made logs myself.
Q. How long did you rent that place, Mr. Huber?
A. One year—a little over a year.
Q. Who then became possessor of it after you ceased to be a renter?
A. It still belonged to Mr. Gellert.
Q. Who occupied that land after your lease was up?
A. I could not tell you that.
Q. When did you buy that land, Mr. Huber? At what time did you buy it? And from whom did you buy it?
A. I have forgotten the chain of title, but I bought it from the wife of Henry Gellert and I do not remember the date.
Q. Well, never mind the date if you can remember it as the record will show the date.
Q. Did you not rely with perfect good faith upon the tax title which Gellert held?
A. Yes, sir, I did.
686 Q. Did not Henry Gellert rely likewise upon that title as a good title?

Question objected to by counsel for plaintiff-. Question withdrawn.

Q. You relied upon that title whether Gellert did or not?
A. Yes, sir.
Q. Did you pay any taxes on the property when you owned it?

A. No, sir.

Q. Why did you not pay taxes on the property?

A. Because I did not own it very long and the taxes was paid when I bought it and so there were no taxes for me to pay.

Q. Mr. Huber, you have known that land for a long time have you not?

A. Yes, sir.

Q. Has it not always been known as the Corkran tract situated in Lower Prairie Mamou on Bayou des Cannes?

A. Yes, sir.

Q. In the Lower Mamou?

A. Yes, sir.

Q. No difficulty in distinguishing that tract from all the others—it was a well marked piece of property and one would have no difficulty in identifying it?

A. No, sir; no trouble at all in identifying it.

Q. Every body around there knew that tract did they not, Mr. Huber?

A. Yes, sir.

Q. Do you know what was done with it by the man who bought from you? Did he continue to cultivate it?

A. Yes, sir; they worked it.

Q. You know this land—you know the land perfectly well, Mr. Huber?

A. Yes, sir.

Q. There is no other tract of land in that whole Mamou country known as belonging to the Corkran heirs except this particular piece is there, Mr. Huber?

A. I have never heard of any other.

Q. Is the land staked out?

687 A. Yes, sir.

Q. Were there any fences on the place—was it enclosed all around?

A. No, sir, not clear around when I worked there but there was fencing on the south side when I worked there and some on the west side of the land.

Q. What was land worth there per acre in eighteen hundred and eighty two?

A. I could not tell you.

Q. What was it worth in eighteen hundred and ninety?

A. May be about three dollars per acre—may be three or four dollars per acre.

Q. Prior to eighteen hundred and ninety before this country was developed was not that land at a very low value?

A. Yes, sir, it was.

Q. About what value would you put it, Mr. Huber, before it commenced to be improved by this rice cultivation?

A. I could not say but the neighbors told me before I came there that a man could have bought land at twenty five cents per acre.

By G. L. DUPRE, Esq.:

Q. What was that land worth about two years before they discovered oil there—about what was it worth?

Question withdrawn.

Cross-examined:

Q. How long have you been living in that section of the country, Mr. Huber?

A. About a year and a half.

Q. I mean how long have you been in this country—how long have you known that portion of the country?

A. I have known it ever since eighteen hundred and eighty eight.

Q. Then you did not know that land at the time that Henry Gellert bought it at the tax sale in eighteen hundred and eighty two?

A. No sir, I did not know it then—I was not there in eighteen hundred and eighty two but I was there in eighteen hundred and eighty eight and I knew it then.

688 Q. In eighteen hundred and eighty eight how much of that property was enclosed by fences?

A. I could not tell you that exactly—I did not measure it exactly but I think it was about forty or fifty acres—that is when I was working the land, I could tell better—I was not working it then.

Q. How much of that property was enclosed when you rented that land?

A. About seventy five acres.

Q. Has the prairie land contained in the tract ever been all enclosed?

A. It was not when I was there but I believe it is now.

Q. When did you live there, Mr. Huber, just tell us about when it was?

A. It was in eighteen hundred and ninety one.

Q. And you say that there were about seventy-five acres enclosed at that time?

A. Yes, sir, about that I should think.

Q. You say, Mr. Huber, that Mr. Gellert showed you the boundary lines or surveyors' lines on that land—did he on that occasion go all around the tract to show you the lines?

A. Yes, sir.

Q. And you have stated that the lines were the lines of section forty seven—township nine—south of range two west?

A. Yes, sir, I did because Gellert told me that was the land and those were the lines.

Q. You know nothing at all about that except what Gellert told you?

A. That is all.

Q. And you do not know whether the lines showed you were

bounding section forty-seven township nine—south range two west or not?

A. I know it was the lines of the Corkran tract.

Q. How did you know that, Mr. Huber?

A. Because everybody called it the Corkran tract.

Q. You do not know anything about surveying do you, Mr. Huber?

689 A. Not much.

Q. You could not go and locate any section any where could you?

A. No, sir, not correct.

Q. You were not present when that land was surveyed were you?

A. No, sir.

Q Was not that land at the time you knew it known as much by the name of the Gellert tract as it was by the name of the Corkran tract?

A. All of the people around there called it the Corkran tract—all those people living close to Gellert called it the Gellert tract

Q. About as many people around there called it the Gellert tract as called it the Corkran tract?

A. No, sir, those people what came there since Gellert owned the land called it the Gellert tract, but the old settlers all called it the Corkran tract.

Re-examined in chief:

Q. Mr. Huber, the lines of that survey were marked by hacks on the trees and corners posts w-ere the lines intersected were they not?

A. Yes, sir.

Q. The surveyors' marks were on the trees?

A. Yes, sir.

Q. Now, Mr. Huber, when you see the lines marked out by surveyors you can locate that kind of tract can you not?

A. Yes, sir.

Q. If you can locate it originally you can after some one else has located it can you not?

A. Yes, sir.

Testimony of Alfred Fontenot, Marked No. 23.

ALFRED FONTENOT, being first duly sworn deposes and says:—

Q. Do you speak English, Mr. Fontenot?

A. No, sir.

690 Q. Mr. Fontenot, where do you live—do you live in the neighborhood of the land in dispute?

A. Yes, sir.

Q. How far do you live from that tract of land?

A. About one mile and a half.

Q. How long have you known it?
A. How long have I known the land there?
Q. Yes.
A. I have known it for about forty odd years.
Q. Now, Mr. Fontenot, do you remember whether any one there took possession of this property—if so, when and by whom was it taken possession?
A. Mr. Henry Gellert took possession of this property.
Q. When? About what time was it?
A. About nineteen or twenty years ago.
Q. Do you know what Mr. Gellert did to take possession of that property?
A. What he did?
Q. Yes.
A. I do not know.
Q. Did he build anything on that property?
A. Yes, sir, he built some fences, some houses and then he cultivated it.
Q. When was it that he did these things, Mr. Fontenot?
A. I cannot tell you exactly—it was about nineteen or twenty years ago.
Q. How long did Mr. Gellert keep possession of this property?
A. I cannot tell you that exactly.
Q. Can you not state about?
A. About five or six years to the best of my knowledge and recollection he kept possession of it.
Q. Well, after Mr. Gellert quit possession of this property who took possession of it?
A. Mr. Arnoudet, Mr. Laurent Arnoudet, and Mr. Eugene
691 Houssiere had possession of it.
Q. Were they alone or was there not some one else who took possession also?
A. Yes, sir, Mr. Arthur Latreille also was on the place but I do not know whether he took possession of it or not.
Q. Did he not live on the place?
A. Yes, sir, he was living on the place.
Q. How long have these gentlemen, Messrs. Laurent Arnoudet, Arthur Latreille and Eugene Houssiere been living on that place?
A. Well, about ten years, I believe.
Q. What have they been doing on the place?
A. They have a saw mill and raise crops.
Q. Did they put up any houses or anything of the kind?
A. Yes, sir, they put up houses.
Q. How many houses did they put up?
A. Each of them has a house they put up.

By G. L. DUPRE, Esq.:

Q. They have been cultivating the land since their residence thereon?

A. Yes, sir.

Q. What was the value of that land about twenty years ago?

A. It was worth about two dollars or two dollars and fifty cents per acre.

Q. What was the value of the land say about two years ago before the discovery of oil there?

A. It was worth about two or three dollars or three or four dollars an acre.

Q. Do you know that Lower Prairie Mamou country well?

A. Yes, sir.

Q. And that part has never been known otherwise than Lower Prairie Mamou has it, Mr. Fontenot?

A. Never anything else than Lower Prairie Mamou since I have any knowledge at all.

692 Q. How old are you, Mr. Fontenot?

A. I am fifty eight years old.

Q. Do you know of any other tract of land in what is known as Lower Mamou in the name of Anthony Corkran except this piece of land in dispute?

A. No, sir, none that I know of.

Q. Do you know all of the tracts of land in Lower Mamou?

A. I do not know the different lines but I know just about where every body claims land.

By THOS. L. LEWIS, SR., Esq:

Q. You say that you were born and raised in that immediate neighborhood, Mr. Fontenot and have always lived there?

A. Yes, sir.

Q. And you say that you have known the Corkran tract all of your life?

A. Yes, sir, I have known the land but I did not know to whom it belonged.

Q. Now, Mr. Fontenot, how many years have you known it to be called by the name of "Corkran tract"?

A. Since these people have had that land.

Q. Of whom do you speak as these people?

A. I speak of Gellert and these gentlemen.

Q. Do you know any of the Corkran heirs, Mr. Fontenot?

A. No, sir.

Q. Now, Mr. Fontenot, have you ever seen any of these Corkran heirs in that neighborhood claiming any rights of ownership in that land?

A. No, sir.

Q. Now, Mr. Fontenot, did you ever hear of any talk of the Corkran heirs claiming that land until the discovery of oil there?

A. No, sir.

Q. After Mr. Gellert bought this property is it not a fact that it was known as the Gellert tract in the neighborhood?

693 A. Yes, sir.

Cross-examined:

Q. Now, Mr. Fontenot, how much of that land is wood land?
A. I can not say.
Q. Is not a very considerable part of it wood land?
A. Yes, sir, there is a saw mill there.
Q. Have you ever seen that wood land enclosed or known of it to be enclosed by the fences?
A. Yes, sir, I have seen some fences at the woods, but I do not know whether the woods were fenced in or not.
Q. Is it not a fact, Mr. Fontenot, that from your knowledge of that land that it has only been cultivated at certain times and only small portions of it. That is, up to the present time?
A. Well, they had some small pumps and made good crops.
Q. That is since these main defendants, Arnoudet, Houssiere and Latreille went there is it not?
A. I cannot say.
Q. Now, Mr. Fontenot, has there ever been to your knowledge at any one time much over one quarter of that land under cultivation?
A. At any one time, you say?
Q. Yes.
A. I cannot say that either. I do not know the size of the tract exactly.
Q. Before Gellert took possession of that land, had any one ever occupied it?
A. Not that I know of. Yes, years and years and years ago there were some people there on the place.
Q. Immediately before Gellert purchased that land at tax sale was not that tract entirely vacant with neither buildings nor fences around it?
A. Yes, sir, for several years before Gellert went there.

694 Testimony of Cyprien Fontenot, Marked No. 24.

CYPRIEN FONTENOT, being first duly sworn, deposes and says:—

Q. How old are you, Mr. Fontenot?
A. I am fifty two years old.
Q. Do you know the tract of land in dispute here?
A. Yes, sir.
Q. Do you live in that neighborhood, Mr. Fontenot?
A. Yes, sir.
Q. How far from that tract?
A. About a mile and a half.
Q. How long have you been living in the neighborhood of this tract?
A. I was born there.
Q. Have you always lived there?
A. Yes, sir.

Q. How was that tract known, Mr. Fontenot?
A. By the name of Gellert.
Q. Well, before Gellert bought it?
A. I do not know it other than that—I do not know it by any other name.
Q. That tract of land has always been known as the Gellert tract since he bought it at a tax sale?
A. Yes, sir.
Q. Do you know whether Mr. Gellert ever had possession of this property or not?
A Yes, sir, he did.
Q. When did he have possession of it?
A. About nineteen or twenty years ago.
Q. What did he do to take possession of it?
A. He was cropping there and he was pasturing stock there as well.
Q. Did he build a house there?
A. No, sir.
Q. Did he put up any fences there?
A. Yes, sir.
695 Q. How long did he keep possession of this property?
A. About five or six years I think.
Q. Who succeeded him in the possession of this property?
A. Mr. Eugene.
—. And who else?
A. Mr. Latreille.
Q. And who else?
A. Arthur Latreille.
Q. Did not Mr. Arnoudet have an interest in that property also?
A. Yes, sir, there were three of them—Mr. Eugene, Arthur Latreille and Laurent Arnoudet.
Q. How long is it Mr. Fontenot, since these three gentlemen took possession of this property?
A. I- was about nine or ten years ago.
Q. And what have they done with that property since that time?
A. They have worked it. Cultivated it and they put up a saw mill there.
Q. Did they build anything else there?
A. Yes, sir, they built a fence.
Q. Did they build anything else there?
A. Yes, sir, they built a house?
Q. Any ditches?
A. Yes, sir.
Q. Any levees?
A. Yes, sir.
Q. Was there any stock raised there?
A. Yes, sir, they raised stock there.
Q. When was it that they commenced to do those things?
A. They started to do those things as soon as they came there.

Q. And continued up to this time?
A. Yes, sir, and continued up to this time.

Cross-examined:

Q. Is it not a fact, Mr. Fontenot, that these gentlemen—
696 these main defendants and Gellert himself have only cultivated a very small portion of that tract of land?
A. I cannot say for I do not know the size of the tract, but I know that they cultivated it.
Q. Have you ever seen any of them cultivate at any one time during any one year more than forty or fifty acres of land?
A. Yes, sir, more than that.
Q. About how much—fifty or sixty acres?
A. About that—that is as about as much as I think it was.
Q. You say that that was as much as you ever saw cultivated on this place at any one year?
A. Yes, sir.
Q. Now, when you speak of their enclosing the land by fence was it not the land that they cultivated which you saw was enclosed?
A. They put up fences where there were none and they wanted them.
Q. When you speak of the fences which these main defendants put on their property do you not refer to the fence they put around the land they cultivated?
A. Certainly they put up some fences there.

Question by the COURT:

Q. You stated that Gellert remained on that plantation five or six years and he was succeeded in possession of the same by these defendants—how long did the place remain unoccupied between the time Gellert began cultivating it and these defendants took possession?
A. I cannot say.

By the attorney—re-examined in chief:

Q. Was it unoccupied at all?
A. Well, the land remained vacant.
Q. For how long?
A. That I cannot say.
Q. Was it vacant at any time between Gellert's possession and these other gentlemen's possession.
A. Yes, sir.
697 Q. Can you not state about how—about how many years?
A. I can not say.
Q. Do you know of any one year that this land was not cultivated from the time that Gellert took possession of this property up to the present time?
A. Not that I remember of.

Q. How do you say that it was vacant?
A. Well, it was vacant sure.
Q. What do you mean by vacant?
A. I mean there was no house on it.
Q. Is it not a fact that there was no house on this property, but it was being cultivated?
—. I do not know of any house ever having been built on the land except the building put up by the present possessors.
Q. Well, Mr. Fontenot, even if there were no house on the property since Gellert bought it was not the land cultivated every year?
A. During Gellert's possession—yes.
Q. Was not the time you speak of when there was no one living on the property the time that this suit was existing over the title?
A. No, sir, I do not refer to that time.
Q. Is it not a fact that while the property was not fenced and there was no one living on it there was a crop made on it?
A. Yes, sir, certainly—Gellert made a crop.
Q. Were the fences taken off of that property at any time, Mr. Fontenot?
A. Not that I know of.
Q. Is it not a fact that those fences have been there ever since they were put up?
A. Since the fences were put up?
Q. Yes.
A. Yes, sir, the fences were not taken off.
Q. Were the houses ever taken away from there?
A. Yes, sir, a little house was taken away—the others remained there.
698 Q. These other houses were put up by these gentlemen—the main defendants here? These houses that remained there I mean?
A. Yes, sir.
Q. They were the houses of those gentlemen?
A. Certainly.
Q. The land has been cultivated from year to year?
A. Since these gentlemen have gone there and have taken possession the land has been cultivated every year.

By THOS. L. LEWIS, SR., ESQ.:

Q. Mr. Fontenot, when Henry Gellert sold the property there were fences and enclosures on the land were there not?
A. I can not say—I did not know that Gellert had sold.
Q. Do you know whether or not Gellert in selling the property turned over any fences or enclosures that were on the property?
A. No, sir, I do not know—I can not say anything about that.
Q. You have stated that Gellert had fields on that land?
A. Yes, sir.
Q. Did he not still have those fields enclosed on the land at the time he sold it?

A. I cannot say.

Q. Do you mean to say that when Gellert sold that property to the present possessors that they had no one to represent them to take or retain possession from that time?

A. I do not know.

Q. Mr. Fontenot, do you not know any of the Corkran heirs?

A. No, sir, I do not.

Q. Did you ever see any of the Corkran heirs or ever hear of any of the Corkran heirs going into that neighborhood to assert heirship to that land?

A. No, sir.

Q. Did you ever hear that there were ever such people as the Corkran heirs claiming to be owners of that tract until oil was discovered there?

A. No, sir.

699 Re-cross examined:

Q. Then have you ever known any except a small portion of this tract to be cultivated in any one year since you have known it?

A. It was cultivated.

Q. About sixty acres of it you say?

A. Yes, sir, more or less.

Re-examined-in-chief:

—. Mr. Fontenot, do you know to whom Gellert sold?

A. No, sir, I do not.

Q. Do you know to whom Huber sold?

A. Yes, sir, he sold to Mr. Jean Gay.

Q. Do you know to whom Jean Gay sold?

A. He sold to these gentlemen (Arnoudet, Houssiere and Latreille).

Testimony of Eugene Houssiere, Marked No. 25.

EUGENE HOUSSIERE being first duly sworn deposes and says:

Q. You are one of the owners of this property are you not?

A. Yes, sir.

Q. And who are your co-owners?

A. Mr. Arthur Latreille and Laurent Arnoudet.

Q. From whom did you purchase this tract of land in controversy?

A. I bought it from Mr. Jean Gay.

Q. When you purchased this property what improvements were on it?

A. There were two fields one on the east and one of the west.

Q. Were these fields enclosed by fences? And were any one of the fences or more run with the boundary line?

A. There was a great portion of the property that was fenced in but I do not believe that he had it on the exact lines.

Q. How much of the property was enclosed?

A. In the neighborhood of seventy or eighty acres. There were about thirty five acres planted in rice that we helped to thresh in eighteen hundred and ninety two.

Q. You succeeded Mr. Jean Gay.

700 A. It was in eighteen hundred and ninety one we made applications in December as homesteaders but our applications were never returned, but we occupied the land until the seventeenth of Nov. eighteen hundred and ninety and we took possession.

Q. And then?

A. And then proceedings were taken against us.

Q. And then?

A. And Mr. Gellert won the suit.

Q. And then?

A. And then we went to see Mr. Jean Gay to get him to purchase the property for us under the promise that we would take the property from him and pay him interest on his investment.

Q. And then?

A. And that he pass us a sale for the property when we should make him the final payment for it.

Q. And after that?

A. Well, we procured a sale from Mr. Jean Gay on the twenty sixth day of February, nineteen hundred.

Q. After?

A. I believe that is about all I know about the transaction.

Q. Now, Mr. Houssiere, what have you and your co-proprietors done towards cultivating and plowing up the land since you have been in possession of it?

A. We fenced in all the property with the exception of a small part of the woodland which was not enclosed.

Q. After?

A. We cultivated two thirds of the property.

Q. After?

A. And the other third about we put in pasture.

Q. And the building—what about that?

A. Latreille and myself are, as it were, in partnership and we have on the property some eleven houses.

701 Q. And then?

A. We have five wells and we have all of the gearing and implement- necessary for the place and we put up a saw mill.

Q. After?

A. We also put up an irrigation pump at the bayou to raise the water twenty seven feet in order to irrigate the rice crop.

Q. After?

A. That is all.

Q. Have you with your saw mill sawed much lumber either for use or for sale or for both?

A. Yes, sir.

Q. Nobody has ever interrupted you in the possession of this place until this suit?

A. No, sir.

Q. Was not that property known as the Corkran tract?

A. Yes, sir.

Q. And you have paid the taxes on it ever since you have owned it?

This question is objected to by counsel for plaintiffs—question withdrawn.

Q. From the time that Mr. Jean Gay purchased this property for you and your co-heirs or separate owners had the tract been subdivided between you—what I want to know right here now—have these tracts been divided and set apart for you and Laurent Arnoudet and Arthur Latreille?

A. Yes, sir.

Q. Has the land been divided by lines of division?

A. This land was originally divided into four parts—Mr. Arnoudet has one of the quarters and between Latreille and myself we have the other three quarters.

Q. Has each one of these parts a separate and specific location?

A. Yes, sir.

Q. Ever since you acquired from Mr. Gellert through M. Jean Gay who held for you as you have stated and under the formal deed from J. Gay to you have you not done so under faith of the tax title of Mr. Gellert?

702 A. Yes, sir, perfectly.

Cross-examined:

Q. Mr. Houssiere, when did you put up the pumping plant on your place?

A. Four years ago this last spring.

Q. Have you not put some of the improvements of which you have spoken on this land since this present suit was instituted?

A. We put up a carriage house that we needed and that is all.

Q. When did you make the wells you speak of as being on the place?

A. We put up five wells to serve for the house and the kitchen.

Re-examined in chief:

Q. Did or do you not include all of the other co-owners with you in your purchase under the title in good faith?

Question objected to by counsel for plaintiffs on the ground that it is hearsay evidence and therefore not admissible—it is to con-

tradict the title—it is a contradiction of the title—objection overruled—to which ruling of the court counsel for plaintiff- except, reserve a point and tender this note to stand in lieu of a bill.

Q. Mr. Houssiere, would you have put these extensive improvements on this property if you had not thought that that title of Gellert was good?

A. No, sir.

Q. Did not the judgment in the case of Gellert *vs.* Houssiere confirm you in your belief that the title was good?

A. We understood from that that Gellert's title was confirmed absolutely.

703 Testimony of Arthur Latreille, Marked No. 26.

ARTHUR LATREILLE being first duly sworn deposes and says:—

Q. Mr. Latreille you have held this land in good faith under this title and have held the land ever since your purchase?

A. Yes, sir.

Q. And you say have held the land ever since the date of your purchase?

A. Yes, sir.

Q. Now, Mr. Latreille, would you have made these extensive improvements which you have made on this place had you not believed your title to be good?

A. No, sir, I would not have done so.

Question and answer objected by counsel for plaintiff- on grounds heretofore set forth—same ruling—same bill reserved.

704 Testimony of Mr. Laurent Arnoudet, Marked No. 27.

Mr. LAURENT ARNOUDET being first duly sworn deposes and says:—

Q. Mr. Arnoudet, have you held this property in good faith under this title ever since your purchase of the land?

A. Yes, sir.

Q. And would you have put those extensive improvements on that land if you had not been certain that your title was good?

A. Certainly not?

Q. What have been the improvements put there?

A. Fences, houses, sheds for stock.

Q. How many houses have you put up?

A. I built three of them but they are not very expensive houses—they are small houses.

Q. And you fully believed yourself to be the owner of the property?

A. Yes, sir.

Same objections—same ruling—same bill reserved.

Q. Did not the judgment confirm you in the belief that your title was a good title under the judgment?
A. I should think so.

705 For Defendants S. A. Spencer & Co.

Certified Copy of Oil Lease, etc., by Arnoudet & Clements to A. C. Wilkins, with Certificate Showing Registry Thereof, Marked "B 16," Ex. "AAA," No. 16544.

STATE OF LOUISIANA,
Parish of Acadia.

Know all men by these presents that Laurent Arnoudet and Jules Clement, parties of the first part and Dr. A. C. Wilkins party of the second part have this day entered into the following contract and agreement—to-wit: for and in consideration of the terms hereinafter set forth, the party of the first part has this day and does by these presents lease and let unto the said party of the second part their heirs and assigns for the full period of ninety-nine (99) years from date of this contract the following described tracts or parcel of land situated in the parish of Acadia and State of Louisiana to-wit: "The north one fourth of section 47 known as the Anthony Cochran claim and the fractional sec. 46 also sec. 49 township 9 S. range 2 west La. mer. containing 442 acres more or less.

This lease is made and accepted for and in consideration of the price and sum of one dollar this day paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged and for the further consideration — the stipulation hereinafter set forth. This lease does not include the surface of the said land except in so far as the use of the surface may be necessary or convenient for the accomplishment of the object and purposes hereto set forth, but the lease does apply to the fullest extent to all of said land below the surface and especially to all natural oils, gas, petroleum, coal, sulphur, salt or any other element or mineral that may be of use or value which may exist beneath the surface of said land and which may be mined, pumped or extracted or in any manner obtained or procured from out of or under said land or
706 which may flow there from during the continuance of this lease, subject to the conditions hereinafter set forth and to that extent this contract shall operate as, and have the full force of a sale between the parties hereto. The said parties of the second part, their heirs and assigns shall have during the time above specified free ingress and egress to and from said land at any and all times for the purpose of making examinations of same and for the purpose of prospecting drilling or boring or digging or excavating of any or all such wells, shafts or excavations and also for the pur-

pose of erecting or placing any machinery buildings or apparatus or works as they may deem necessary, convenient or proper for the purpose of prospecting or searching for oil, gas, or other elements of value and for the purpose of mining, extracting or procuring, storing or transporting the same and said parties of the second part their heirs or assigns shall have the right at any and all times to send on said land and cause or permit to stay there any and all such workmen, agents or employees as they may deem necessary to their interests or to the carrying out of the objects and purposes herein set forth. And the said parties of the second part shall have during the continuance of this lease free use of so much of the surface of said land as may be necessary or convenient to accomplish the object or purpose herein set forth. This lease is made with the express agreement which agreement is a part of the consideration for the making of this contract that the said parties of the second part, their heirs and assigns will pay and deliver unto the parties of the first part their heirs and assigns one cent for each barrel of oil marketed or sold by the parties of the second part and from all other minerals or elements obtained from said lands, the parties of the first part shall receive the same proportionate value as that of oil.

It is further agreed that two thirds of the profits shall accrue to the owners of the lands upon which wells or shafts are situated and one third to the other leasor.

707 Thus done and signed at Evangeline, La. this ninth day of April one thousand nine hundred and one in the presence of J. S. Francois and B. Mourque two competent witnesses, who sign these presents with me notary after due reading of the whole.

(Signed) L. ARNAUDET.
his
JULES x CLEMENTS,
mark.
A. C. WILKINS.

Witnesses:
(Signed) J. S. FRANCOIS.
B. MOURQUE.

(Signed) H. C. WILKINS,
Notary Public.

STATE OF LOUISIANA,
Parish of Acadia.

I hereby certify that the above and foregoing is a true and correct copy of original No. 16544 this day filed for record in my office.

Witness my hand and seal of office at Crowley, La., this 10th day of April, 1901.

D. B. HAYES, D'y Clerk.

Filed June 26/1902.

R. T. CLARK, Clerk.

For Defendants S. A. Spencer & Co.

Act of Transfer of Oil Lease by A. C. Wilkins to S. A. Spencer & Co., with Certificate Showing Registry Thereof, "BBB," Mkd. "B 17."

STATE OF LOUISIANA. }
Parish of Calcasieu. }

We, in consideration of one — dollars paid to us and other valuable considerations hereby sell, assign and transfer unto S. A. Spencer & Co., a copartnership composed of F. R. Jaenke, T. C. Mehaffey, S. A. Spencer, A. C. Wilkins and I. D. L. Williams, of Calcasieu parish, all our rights, title and interest under and by virtue of the following contracts filed for registry in the clerk's office at Crowley, La. on April 10th, 1901, to-wit:—

708

1. Agreement signed by Welman Bradford as agent of the owners of George King Grant in T. 9 S. R. 2 W., by which he agrees to sell us the said property;

2. Agreement by which L. Arnauder and Jules Clement give the said A. C. Wilkins the right of taking oils, minerals, *ect.*, on certain lands therein described,—the said act or agreement being numbered 16544 of the files of the said clerk's office.

Copies of the said agreements are hereunto attached for reference.

To secure the performance on the part of the obligors in the aforesaid contracts of all the things which they bound themselves to do, the undersigned agree that, notwithstanding this assignment they will carry out all the obligations which they assumed thereby transferree herein agreeing to indemnify them therefor.

Signed at Jennings, La. April 24" 1901.

A. C. WILKINS.

Witnesses:
GEORGE O. ELMS.
C. P. GIBSON.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing was this day duly recorded in Conveyance Book "Y" at page 74.

Witness my hand and seal of office at Crowley, La. this 26th day of April, 1901.

D. B. HAYES, D'y Clerk.

JENNINGS, LA., April 11, 1901.

I hereby release all interest I may have in the purchase of the George King tract to A. C. Wilkins.

A. A. PETERSON.

709 Filed June 26/1902.
R. T. CLARK, Clerk.

For Defendants S. A. Spencer & Co.

Oil Lease by Arthur Latreille to S. A. Spencer & Co., with Certificate Showing Registry Thereof, "Ex. CCC," Marked "B 18."

Agreement—made and entered into this 19th day of April A. D. 1901 by and between Arthur Latreille of the parish of Acadia and State of Louisiana party of the first part and S. A. Spencer part- of the second part:—witnesseth:—

That the said part- of the first part for and in consideration of the sum of one dollar to him in hand well and truly paid by the said part- of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said part- of the second part, to be paid, kept and performed, has granted, demised, leased and let, and by these presents do grant, demise, lease and let unto the said part- of the second part, its successors and assigns, for the sold and only purpose of mining and operating for oil, gas, and laying pipe lines and of building tanks, stations and structures thereon to take care of said products, all that certain tract of land, situated in Acadia parish, and State of Louisiana, bounded and described substantially as follows: West by Jules Clement and Orange Land Co., north by Arnoudet, east by lessor and south by Houssiere containing (40) forty acres more or less, and being same land conveyed to the first part- by Jean Gay by deed bearing date of —— reserving, however, therefrom — feet around the buildings on which no well shall be drilled by either party except by mutual consent.

710 It is agreed that this lease shall remain in force for the term of ten years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the part- of the second part, its successors and assigns.

In consideration of the premises the said part- of the second part covenants and agrees: First—to deliver to the credit of the first part-, his heirs and assigns, free of cost, in the pipe line to which it may connect its wells, the equal one eighth (⅛) part of all oil produced and saved from the leased premises, and second: to pay one one eighth (⅛) of all the gas from each and every well drilled on said premises, the product from which is marketed and used off the premises, said payment to be made on each well within sixty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is so used.

Second part- covenants and agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the farm. And further, to commence operations on said premises within six months from date hereof, or pay at the rate of fifty dollars quarterly in advance for each additional three months such operation is delayed until such a well is completed, and it is agreed that the

completion of such well shall be and operate as a full liquidation of all rental under this provision during the term of this lease.

It is agreed that the second part- is to have the privilege to use sufficient water from said premises to run all necessary machinery and at any time to remove all machinery and fixtures placed on said premises, and further, upon payment of one hundred dollars at any time by the part- of the second part, its successors or assigns to the part- of the first part, his heirs and assigns said party of the second part its successors or assigns, shall have the right to surrender this lease for cancellation, after which all payments and liabilities
711 thereafter to accrue under and by virtue of its terms shall cease and terminate, and this lease become absolutely null and void.

Witness our han-s in duplicate this 19th day of April 1901.

ARTHUR LATREILLE.
TEMERIE LATREILLE.
GT. S. A. SPENCER.

Witnesses:

GEORGE O. ELMS.
EUGENE HOUSSIERE.

Filed June 26/1902.
R. T. CLARK, Clerk.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing was this day duly recorded in Conveyance Book "Y" at pages 46 & 47.

Witness my hand and seal of office at Crowley, La. this 20" day of April 1901.

D. B. HAYES, D'y Clerk.

For Defendants S. A. Spencer & Co.

Act of Transfer of Oil Lease by S. A. Spencer, with Certificate Showing Registry Thereof, "Ex. DDD," Marked "B 19."

STATE OF LOUISIANA, }
Parish of Calcasieu. }

For and in consideration of the price and sum of one dollar and other valuable considerations to me paid, I, S. A. Spencer of Calcasieu parish, do hereby sell assign and transfer unto S. A. Spencer & Co. a partnership composed of F. R. Jaenke, T. C. Mahaffey, S. A. Spencer, A. C. Wilkins and I. D. L. Williams of Calcasieu parish, all my rights, title and interest under and by virtue of two contracts

made by S. J. Johnson on April 9 and April 10, 1901, respectively, filed for registry in the clerk's office at Crowley, on April 17, 1901 by which I am given the exclusive right to sell for S. J. John-
712 son 111 acres, more or less, in S. ½ of sec. 42 T. 9 S. R. 2 W. and for S. J. Johnson and D. C. Ritchie, frac. secs. 50 and 51 T. 9 S. R. 2 W., this latter agreement being also signed by said Richie.

And in order to insure the performance on the part of the obligors in the aforesaid contracts of all the things which they bound themselves to do, I agree, notwithstanding this assignment, to carry out all of the obligations which I assumed thereby,—transferree herein agreeing to indemnify me therefor.

Signed at Jennings, La., April 24", 1901.

S. A. SPENCER.

Witnesses:
GEORGE O. ELMS.
C. P. GIBSON.

STATE OF LOUISIANA, }
Parish of Acadia. }

I hereby certify that the above and foregoing was this day duly recorded in Conveyance Book "Y" at page 73.

Witness my hand and seal of office at Crowley, La. this 26" day of April, 1901.

D. B. HAYES, D'y Clerk.

Filed June 26/1902.
R. T. CLARK, Clerk.

3. Oil lease by which Arthur Latreille and his wife grant said S. A. Spencer the right of taking oils, minerals, etc. from his 40 acres more or less described as follows—bounded on west by Jules Clement & Orange Co. land—north by Arnoudet, east by lessor and south by Houssier—made April 19—1901 filed April 20—1901 as aforesaid.

4. Oil lease by which Mrs. Minnie Funk, authorized by her husband Geo. Funk grant the said firm the right of taking oils & minerals, etc. from 74 acres described as in the east part of sec. 63 T. 9 south range 2 west La. mer. made April 19th, 1901 and filed as aforesaid April *in* 1901.

713 For Defendants S. M. Scott and J. C. Beatty.

Certified Copy of Contract and Sale from Arthur Latreille and Eugene Houssiere to S. M. Scott and J. C. Beattie, with Certificate Showing Registry Thereof, "Ex. 111," Marked "B. 20."

EVANGELINE, LA., Sept. 23, 1901.

To whom it may concern:

This memorandum of agreement *made* and contract — in duplicate the day and date above mentioned, witnesseth: That Eugene Hou-

sier, Arthur Latreille, parties of the first part and S. M. Scott and J. C. Beatty of Beaumont, Texas, parties of the second part, the first parties have this day sold unto the parties of the second part. Ten acres of land on section 47. Acadia parish La. Said ten acres to join a certain 86 acres off of the N. W. corner of 435 acres owned by the first parties, said 86 acres leased 40 acres to Jennings Oil Co. in N. W. corner of said 435 acres—40 acres leased to Menan Abbott of Crowley and 6 acres leased to Prairie Mamou Oil & Mineral Co. & D. Pollard, treas. & gen. manager. Said ten acres to be off the south end of a twelve acre tract joining the above mentioned 86 acres. Said ten acres is sold by the first party to the second party for the sum of twenty five hundred dollars—two hundred & fifty ($250.00) cash the receipt of which is hereby acknowledged and balance cash as soon as the deeds is delivered to second parties. The second party to have said 435 acres sub divided and to pay the surveyor—this purchase and sale is made with the express understanding that the second parties are to act as exclusive agents for the sale of the balance of said land on a commission of 20% price to be agreed upon as soon as surveying is done, provided, however, if first party sells any of the said land, the second party is only to receive 10 per cent. on said sales, to pay for maps printing and so forth.

It is also agreed that ample time will be allowed second party to examine abstract of title regarding back taxes is any and all other instruments affecting said land. The first party to convey
714 said ten acres of land by general warrantee deed to said second parties or their assigns. The first parties to this contract have this day also agreed to lease all the oil and mineral rights on ten acres of land and by these presents do grant a lease on the following described ten acres, it being the south ten acres off of the second twelve acres of 217 acres on the south side of 435 acres owned in section 47, Acadia parish, La. this lease to be delivered in proper form upon the payment of $2500.00 in cash as soon as title is passed and surveying is done. First party to receive (⅛) one-eghth of oil found on said ten acres. Two hundred and fifty dollars is paid in hand the receipt of which is hereby acknowledged.

Witness our hands this 23 day of Sept. 1901.

(Original signed)

ARTHUR LATREILLE.
EUGENE HOUSSIERE.
S. M. SCOTT.
J. C. BEATTY.

Witnesses:

PAUL MOUNIC.
his
ALBERT x SINION.
mark.

STATE OF LOUISIANA,
Parish of Acadia.

I hereby certify that the above and foregoing is a true and correct copy as appears of record in Conveyance Book " Y " page 422—recorded Sept. 25" 1901.

Witness my hand and seal of office at Crowley, La. this 25 day of June, 1902.

D. B. HAYES, D'y Clerk.

Filed June 26/1902.
R. T. CLARK, Clerk.

Testimony of Gilbert L. Dupre, Marked No. 222.

GILBERT L. DUPRE, Esq., being first duly sworn deposes
715 and says:—

Q. Now, Judge Dupre, what would be a reasonable fee of a curator *ad hoc* for his services in representing two absent defendants, S. M. Scott and J. C. Beattie when the curator has correspondence with them, filed an exception for them, at least, on their behalf, has prepared and filed an answer, on their behalf, claiming warranty on their behalf, has cross interrogatories propounded by plaintiffs on their behalf and has taken every step in the judgment of the curator *ad hoc* as is necessary in the interests of their case?

A. I would answer that question by asking what is the amount of their interest in this suit?

A. Well, it is the purchase of ten acres of land with a lease of additional ten acres and with an additional right to sell all of that property four hundred and some odd acres and to receive a commission of twenty per cent. should they sell the land themselves and should the land be sold by others than themselves then they are to receive a commission of ten per cent. of twenty five hundred dollars—two hundred and fifty dollars cash—that is what is involved as far as they are concerned.

A. I think that ten per cent. on the amount involved would be a reasonable fee.

Q. Two hundred and fifty dollars?

A. Well, ten per cent. of the amount involved—from your answer I do not know whether they are involved to the amount of two hundred and fifty dollars or twenty five hundred dollars.

A. They are involved to the extent of twenty five hundred dollars.

A. Well, in that case, ten per cent. on the amount—that is, two hundred and fifty dollars would be in my mind a reasonable fee.

Testimony of Percy Ogden, Esq., marked No 333.

PERCY OGDEN, Esq., being first duly sworn, deposes and says:

716 Q. You have heard my statement as to the services I have rendered the two absent defendants S. M. Scott & J. C. Martin as curator *ad hoc?*

A. Yes, sir.

Q. What would be a reasonable fee for those services rendered by me as curator *ad hoc?*

A. I think about two hundred and fifty dollars under your statement.

Minute Entry of June 25th, 1902, Showing Opening of Case on Trial of the Merits, Marked No. 18.

WEDNESDAY, June 25, 1902.

Court met as (usual) R. T. Clark as clerk of court and Joseph L. Murrell as sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET ET ALS. } 1405.

The trial of this cause having been left open was proceeded with on the trial of the merits and not being completed at the hour of adjournment was left open.

Minute Entry of Date June 26th, 1902, Showing Closing of Note of Evidence, Marked No. 19.

THURSDAY, June 26th, 1902.

Court met as (usual) R. T. Clark as clerk of court and A. D. Le Blanc as deputy sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET ET ALS. } 1405.

This case having been left open was resumed and concluded—note of evidence closed and argument proceeded with until the hour of adjournment and not being concluded was left open to be resumed tomorrow morning.

717 Minute Entry of Date June 27th, 1902, Showing Final Conclusion of Case and Adjournment of Court, Marked No. 20.

FRIDAY, June 27th, 1902.

Court met as (usual) R. T. Clark as clerk of court and A. D. Le Blanc as deputy sheriff.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET ET ALS. } 1405.

Argument resumed and concluded and left open until the testimony is transcribed. Court then adjourned until Monday, July 7th, 1902 at 10 o'clock a. m.

C. DE BAILLON,
Judge 18th Jud'l Dist., La.

Bill of Exception by Plaintiff, Marked "No. 1."

18th Jud. Dist. Court, Parish of Acadia, State of Louisiana.

THE CORKRAN OIL CO.
vs
L. ARNAUDET & E. LATREILLE ET AL. } No. 1405.

Be it remembered that on the trial of the above cause, after the defendants in the above suit had filed their answers, the plaintiffs filed a motion to strike out certain averments in the answers of the several defendants, relating to the identity, location and description of the land mentioned in the tax deed to Henry Gellert, referred to in the answers of the defendants, on two grounds, to-wit:

1. On the ground that the averments sought to be stricken out and from the defendants answers contradicted other averments in the answers of the defendants, and which are specially quoted in the motion to strike out;

2. For the reason that the object and function and purpose of said averments sought to be stricken out were to lay the basis for the introduction of documentary or parol evidence for the purpose of correcting the description in the aforementioned tax sale to
718 Henry Gellert, and which title is declared upon by the defendants as one of their muniments of title, and which attempted correction is specially alleged to be illegal and inadmissible in law. (The motion to strike out is specially referred to and made a part of this bill of exception.)

But the court overruled the said motion to strike out for the following reasons, to-wit:

To which ruling of the court, the plaintiff in said motion to strike out thereupon excepted, and do now except, and accordingly tender

this bill of exception to said ruling, which is accordingly read and signed in open court, after being submitted to the counsel of the defendants in this suit, and before judgment on this 24th day of June A. D. 1902.

Witness the hon. judge of the above court, this 24th day of June A. D. 1902.

C. DE BAILLON,
Judge 18th District of Louisiana.

Filed June 2451902.

R. T. CLARK, Clerk.

Bill of Exception by Plaintiff, Marked No. 2.

18th Jud'l Dist. Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
L. ARNAUDET, E. LATREILLE, ET ALS. } No. 1405.

Be it remembered that on the trial of the exception & the estoppel filed by the defendants in the above cause, the plaintiff in the above cause, who was the defendant in said matter, when the witness Hampden Story, was on the stand, propounded to him the question which appears in his testimony, and which was objected to by defendants, to the effect of showing whether he had been em-
719 ployed by the Corkran Oil & Development Company to represent L. Arnaudet in the suit referred to in said question, or whether the said Corkran Oil Company had authorized or consented in any manner to his acting in, or to his employment is said suit, on behalf of said L. Arnaudet—the object of this question being to show that said Corkran Oil & Development Company had in no manner directly or indirectly consented to such employment, nor authorized the same, nor was in any manner cognizant of or privy to such employment, and that, therefore, said company could not in any manner be legally bound or effected by the action of said Hampden Story, attorney, in the premises;

But said question being objected to by counsel for the plaintiff in said exception and estoppel, and said objection being sustained by the court, for the following reasons, to-wit:—

and refused to permit said question to be answered by said witness Hampden Story.

To which ruling of the court, the counsel for the plaintiff corporation defendant in said exception and estoppel, thereupon excepted, and accordingly tenders this bill of exception to the above ruling

of the court, which is read and signed in open court after being submitted to opposing counsel, on this 25th day of June A. D. 1902.

Witness the Hon. C. Debaillon, judge of said court, this 25th day of June, A. D. 1902.

C. DEBAILLON,
Judge 18th Jud'l Dist., La.

Filed June 25/1902.
R. T. CLARK, Clerk.

720 Bill of Exception by Plaintiff, Marked No. 3.

18th District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
L. ARNAUDET, A. LATREILLE, ET AL. } No. 1405.

Be it remembered that on the trial of the above cause, during the offering of evidence by the defendants, they offered to introduce in evidence certified copy of tax sale to Henry Gellert, of date —— 1882, made by C. C. Duson, sheriff and *ex officio* tax collector of St. Landry parish, when counsel for plaintiff objected to said offering on the ground that same was irrelevant to the issues of this suit, as said act does not comprise or embrace the land in dispute in this suit—(which objection, among others, appears noted in the bill of exceptions on the note of evidence, when said document was offered) but said objection was overruled and said document admitted in evidence over plaintiff's said objection, whereupon defendants proceeded to offer evidence to amplify, amend, correct and reform the description of the property described in said tax deed to Henry Gellert and *inter alia*, the following documentary and parol evidence, to-wit:

1. Photo-lithographic copy of approved Government survey of township nine (9) south range two (2) west marked "——"

2. Depositions of Binger Herman, Commissioner of General Land Office and Hon. James Lewis U. S. surveyor general for Louisiana, with plats, copies and other documents annexed to depositions marked "——"

3. Testimony of Oscar Terwilliger, Jean Gay, Zenor Huber marked respectively, "——" "——" "——"

4. Copy of pleadings and judgment of district court and circuit court in suit of Henry Gellert *vs.* Eugene Houssiere *et als.* Marked "——."

When plaintiff company through their counsel, objected to
721 the reception of all, or any part of said evidence on the grounds stated in the motion to strike out, filed in this suit by plaintiffs and especially on the ground that the description of

the property in said tax deed is utterly null and void, and conveys title to no specific property whatever, and said description is legally insusceptible of explanation, correction, amendment or amplification whatever, by any species of evidence whatever, documentary or oral and as said deed neither embraces or comprises any specific property, either by Government subdivisions or by boundaries, or by any reference to accessible public documents, no evidence was admissible to explain or correct its incurable defects, for purposes of identification or otherwise, or for any purpose whatever.

(In order to save time and avoid a repetition of the same objection to similar evidence, by consent of the court and of opposing counsel, the objections hereinabove made are to apply to any — all evidence heretofore offered by defendants for the purposes objected to, as well as to all evidence which may be hereafter offered by defendants for said purpose, without its being necessary to make any further objections in the premises, or to note or take any further bill of exceptions.)

But the court overruled said objection for the following reasons, to-wit:—

To which ruling of the court, counsel for plaintiffs thereupon objected, and accordingly tender this bill of exceptions to said ruling, which is accordingly read and signed in open court, before judgment, after being submitted to opposing counsel this 26th day of June A. D. 1902.

C. DEBAILLON,
Judge 18th. Judicial District Court.

722 Filed June 26/1902.
R. T. CLARK, Clerk.

Bill of Exception by Plaintiff, Marked No. "4."

18th Jud'l Dist. Court, Parish of Acadia.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNOUDET, A. LATREILLE, ET ALS. } 1405.

Be it remembered, that on the trial of the above numbered and entitled cause, the plaintiff in the above cause offered a certified copy of power of attorney of the widow Anthony Corkran deceased and of the heirs of said deceased to Anthony McDaniel in evidence for the purpose of establishing in connection with other evidence the heirship of plaintiff's authors to the said Anthony Corkran which copy of power of attorney is hereto annexed and made part of this bill of exception. Counsel for defendants at said offering

of said copy of power of attorney objected to the admissibility thereof on the ground that the same was incompetent, irrelevant and immaterial and the court on the said objection of said counsel sustained the said objection for the following reasons, to-wit:

and refused to permit said document to be admitted in evidence.

To which ruling — the court the counsel for pl'ff corporation thereupon excepted and accordingly tenders this bill of exception to the above ruling of the court, which is read and signed in open court, after being submitted to opposing counsel, on this 25th. day of June A. D. 1902.

723 Witness the Hon. C. Debaillon, judge of said court, this 27th day of June, A. D. 1902.

C. DEBAILLON,
Judge 18th Jud'l Dist. La.

Filed June 27/1902.
R. T. CLARK, Clerk.

Power of Attorney Attached to Bill of Exception No. 4, Marked No. "5."

Know all men by these presents that the widow of Anthony Corkran, deceased and the heirs of said deceased, to-wit: John Corkran, Catherine Corkran, widow of John McDaniel deceased, Bridget Corkran, wife of Andrew Row acting with the approbation of her husband, Marguerite Corkran, widow of John Fischer, deceased, Mary Corkran, spouse of Nathaniel West acting with the consent of her husband, Sarah Corkran widow of William Bundick, deceased and Elizabeth Corkran, wife of John McDaniel acting with the consent and authority of her said husband, for divers good causes and considerations have nominated, constituted and appointed and do hereby nominate, constitute and appoint Anthony McDaniel of the State of Louisiana and parish of St. Landry, their agent and lawful attorney in fact, to ask, demand, sue for, recover and receive all such sums of money or debts — whatsoever nature that are now due as well as the monies or debts which may hereafter become due to the estate of the said Anthony Corkran, and with whom it may concern to settle and adjust all ac-ounts, and upon recovery and receipt in the premises to give sufficient discharges therefor also to pay all just and lawful claims or demands against the estate so far as the funds of the same may be sufficient, and to do and perform all such things as he may conceive necessary in order to bring said estate to a final settlement. Authorizing him to do all such acts or things touching the premises, that they themselves could or would
724 have a right to do were they personally present. The said constituents hereby agreeing to ratify and confirm whatsoever may be lawfully done by virtue of these presents.

In testimony whereof they have hereunto signed and affixed their seals together with the said Andrew Row, Nathaniel West and John McDaniel who by their signatures acknowledge their consent to the act of their respective wives in this instrument, in presence of subscribing witnesses and before George King, judge in and for the aforesaid parish of St. Laundry at Opelousas, this tenth day of November in the year one thousand and eight hundred and nineteen.

(S'g'd) her MARGUERITE x CORKRAN, mark.
Widow of Anthony Corkran, Deceased.

[SEAL.] JOHN CORKRAN.

[SEAL.] her SARAH x CORKRAN, mark.
Widow Bundick.

[SEAL.] her CATHERONE x CORKRAN, mark.
Widow McDaniel.

[SEAL.] —— ——.
[SEAL.] —— ——.
[SEAL.] —— ——.
[SEAL.] —— ——.
[SEAL.] —— ——.
[SEAL.] —— ——.
[SEAL.] —— ——.
[SEAL.] —— ——.

(S'g'd) GEO. KING, Judge.

Witnesses:
(S'g'd) NI. BORDELON.
DENNIS McDANIEL.
JAMES RAY.

STATE OF LOUISIANA,
Parish of St. Laundry.

I hereby certify that the above and foregoing is a true and correct copy of the original power of attorney by widow Anthony Corkran *et als.* to Anthony McDaniels, as appears of record in my office in Conveyance Book "E" No. 1 *pp.* 232 on March 16th, A. D. 1820.

The original act above referred to was returned. Same is not on file in this office.

Witness my hand and seal of office, at Opelousas, La. this 1st. day of M'ch 1902.

A. LEON DUPRE,
725 A. LEON DUPRE, D'y Cl'k.

Filed June 27/1902.
R. T. CLARK, Clerk.

Judgment of District Court, Marked "No. 6."

18th Jud'l District Court, Parish of Acadia.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET ET ALS. } No. 1405.

The plaintiff alleges that it is the owner of the land in controversy; that said land was claimed by Anthony Corkran during his lifetime, and after his death by his heirs and legal representatives; said claim being known as the "Corkran grant" was finally confirmed to the heirs and legal representatives of said Anthony Corkran by private act of Congress entitled:—"An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana" approved February 3rd, 1897, and in pursuance to which said private act of Congress, a patent was thereafter issued to the said heirs and legal representatives of the said Anthony Corkran of date ——

That plaintiff acquired title to and ownership of the land in controversy by acquiring "the rights, title and interests of the heirs and legal representatives of Anthony Corkran in and to said land."

That said Anthony Corkran was legally married to Margaret Watson; that Anthony Corkran died about the year 1819 and his succession was duly opened in —— St. Landry parish, where he resided and where the property in controversy was situated at that time. That his wife died some years after, leaving children issue of their marriage, who inherited the property and estate by law in-
726 cluding the land in controversy. That neither said Anthony Corkran and his said wife, nor any of the heirs and legal representatives, or descendants or Anthony Corkran and his wife, ever sold or disposed of their rights, title or interests in said land before their sale made to plaintiff, or its authors as above set forth, nor has plaintiff or its authors ever disposed of its rights or claims in said land to any one, and that said plaintiff is now the just, true and legal owner of said property; that notwithstanding this fact, the defendants have, without legal right or title, and against plaintiff's rights, entered upon and now possess and hold said property and refuses to deliver the same to plaintiff as of right.

The defendants filed exceptions covering all the distinctive features of plaintiff's act of incorporation; alleging among other things:—1st. That plaintiff herein has no legal or rightful existence under the laws of this State; there being no law authorizing the formation of a corporation for the purposes for which plaintiff was pretended to be organized, for which reason plaintiff is without capacity or right to sue or stand in judgment. 2. That the plaintiff corporation was organized for no other purpose than to acquire a litigious and alleged right and to carry on this lawsuit; the pretended

individual subscribe-s to the stock therein being estopped to do so in their own behalf for the reasons herein set forth; that it is not lawful or permissible for a corporation to be organized for such a purpose; that exceptors have been in possession for many years of the land now made valuable by the discovery of oil thereon; and that the organizers of the alleged corporation have industriously and illegally bought up the supposed rights of the numerous so-called heirs of Anthony Corkran, and, in order to reinforce the pretended rights so derived, this corporation was conceived and projected as a medium through which the pretended organizers could assert their pretended claims.

That a corporation organized under such circumstances and for such a purpose can have no legal sanction or existence under
727 the laws of this State.

3. That C. C. Duson, the promoter, prime organizer and chief among the pretended stockholders of said illegal company had the responsible position of sheriff and tax collector of the parish of St. Landry at the time the territory comprising the present parish of Acadia was a part of said parish of St. Landry, and as such tax collector he did sell and adjudicate at tax sale to one of the authors of your exceptors the very land in controversy herein; and that the prohibition in the law against an officer of a court dealing in litigious rights is applicable to this case and to this officer; and that he is estopped from attacking in any way the aforesaid deed made by him as sheriff; and that he should not be permitted to shield himself behind a pretended corporation for such estoppel.

4. That among the pretended stockholders of said pretended corporation are Messrs. Kenneth Baillio, Philip S. Pugh and Hampden Story, who are attorneys practicing before this court, and who can not be allowed to purchase and to prosecute a litiguous right in their own interest in the name and behoof of a corporation organized as aforesaid for the purpose of purchasing and prosecuting said litigious right; that Messrs. P. S. Pugh and Story are the attorneys of Laurent Arnoudet in an injunction proceeding now pending in this court, wherein the title now being attacked was set up, and that they were therefore estopped from assisting in the organization of said pretended corporation, under the circumstances above stated; that but for the desire on the part of Messrs. Duson, Baillio, Pugh and Story and the said lessees mentioned above to avoid the estoppel and pleas herein made, said pretended corporation never would have been organized.

5. That none of the subscribers to the stock of the so-called corporation are *bona fide*, there having been no money paid and no property given as required by law, and therefore, for this reason alone, if for no other, the said corporation must be treated as having no legal existence or standing before the law, and as having
728 forfeited, under act 266 of the constitution of 1898, its charter, if any it ever had.

6. That, if it be held that said corporation can have a legal ex-

istence under the laws of Louisiana and that it could organize under the general laws of the State, than that said statutes were not complied with by the reason of the failure to organize with the proper number of legal incorporators or to properly record or advertise the charter of said corporation.

This exception was tried separately and before going into the merits of the case. I do not think it necessary to reproduce the testimony taken on the trial of the exception. The testimony shows that the main purpose of the plaintiff Co. was to obtain not the title to this land from the heirs of Anthony Corkran, but rather to so shape itself as to be able to bring this suit to recover this land which the incorporators knew was in the possession of the defendants under some title, which they would have to overcome.

Pavy & Terwilliger knew that this land was in the possession of the defendant; Story & Pugh knew it and so did C. C. Duson—see suit No. 1391 entitled—Laurent Arnaudet *vs.* A. C. Wilkins *et als.* in which suit Messrs. Story & Pugh are the attorneys for the plaintiff and C. C. Duson surety for the plaintiff on the injunction bond; Mr. P. S. Pugh knew it as far back as 1893. See suit No. 474. Mr. Pavy testifies that their original purpose was to hunt up the Corkran heirs, get their powers of attorney for which we were to get one-half of the property after recovering it. The corporate idea struck me four or five days before this company was organized. His testimony shows that among the Corkran heirs there were at least ten, twelve or fifteen who were minors and in case of compromise or any thing of the kind or in fact any thing we could do in the prosecution of this suit we would have to go around to where each and every one lived and each and every minor to see &c. The evidence fails to show how the company acquired the rights of the
729 minors. After consultation, the promotors concluded to organize into a corporation to bring this suit to recover this land. In fact, this suit is their stock in trade. Most of the money spent was paid, not for the corporation or its benefit, for it was not yet organized, was not even thought of, such expenditures are not proper charges against the company. See testimony of Pavy and others on exception—26 An. 389.

While the act of incorporation includes all the purposes and objects authorized by law for the creation of corporations, yet the law imposes certain essential conditions upon those who seek to form a corporation; and in this case, the charter does not specify the number of shares held by each stockholder; and the act of incorporation was not deposited with the Secretary of State as required by law—See act No. 59 of 1898.

The printed copy of the charter offered in evidence fails to disclose the number of shares held by each stockholder; in fact, the charter is silent upon this point. After the certificate of the district attorney, which is at the end of the charter, I find on the inside of the cover of the charter (small pamphlet) the following written with pen:—"We the undersigned do hereby subscribe the several num-

bers of shares and amounts set opposite thereto, to the capital stock of the Corkran Oil & Development Company, a corporation, which amount we severally agree and promise to pay at such time and in such manner as may be determined by the board of directors." Then follow the names of the officers and board of directors. This is not signed before the notary or witnesses, at any rate, is not certified to by any officer. The evidence further shows that no stock has been issued. While there is merit in the exception, I think it preferable to decide the case upon the merits. This exception is therefore overruled. 29 A. 369—16 A. 153—33 An. 627—37 A. 484—3 A. 581—15 A. 443—R. C. C. 446—Const. 265-266—47 A. 1076—51 A. 1874.

Merits.

The defendants claim title to the land in controversy through Henry Gellert, who purchased the land at tax sale in
730 1882 for taxes assessed against said lands in the name of *Anthony Corkran or his heirs.* Defendants further plead the prescription of three, five and ten years and the constitutional prescription of art. 233 Const. 1898.

It is contended that this land was not subject to taxation prior to the year 1897 because said land formed a part of the public domain and was not segregated therefrom prior to February 10th, 1897. The evidence shows that in 1816, Joseph Aborn, deputy United States surveyor acting under instructions from the principal deputy surveyor of the western district State of Louisiana surveyed the private land claim of Anthony Corkran in tp. 9 S. R. 2 W. This survey was approved May 21st, 1817 by Gideon Fritz, principal deputy surveyor, western district Louisiana. See survey of Aborn in the record.

It is true that Aborn designated the section as section 40 and as containing 640 acres, but this was in 1816. Now, upon a re-survey made in 1874 by P. A. Thibodeaux, deputy United States surveyor, under instructions—which survey was approved April 28th, 1875—the section is designated as section 47 and containing 580 90/100 acres but gives the same boundaries as Aborn, to-wit:—John McDaniel above, George King below—See also plat accompanying patent.

In 1882 Henry Gellert purchased this land at tax sale. He went into possession, improved it, cultivated it, used the timber on it for fencing and other purposes. In November, 1892, some of the defendants herein moved upon this land, made application for homestead entries thereon. Henry Gellert instituted a possessory action against these defendants. There was judgment in favor of Gellert in the district court, which judgment was affirmed by the court of appeals, 3rd. circuit. Subsequently the homestead entries made by these defendants were cancelled by the register and receiver of the United States land office at New Orleans. On appeal to the Com-

missioner of the General Land Office at Washington,
731 the Commissioner affirmed the judgment of the register and receiver of the land office at New Orleans. In the elaborate and well considered opinion of the Commissioner of the General Land Office, I quote the following as pertinent to the question at issue:—"The appeals are dated Feb'y 22nd, 1892. Mr. Elms (the attorney of the appellants) admits that a person by the name of Gellert purchased this Corkran claim at tax sale and took possession of the land. Mr. Elms also states that he understands that Mr. Gellert is now before Congress seeking confirmation of his title claiming as he, Mr. Elms, supposes under Corkran. I find on file here a plat of survey of said township approved in 1817 and afterwards again after some additional surveying approved in 1830 * * * I also find on file here a plat of the re-survey of said township approved in 1875, Sec. 47 by this re-survey is not subdivided, but is reported as containing 580.90 acres and as being "claimed by Anthony Corkran—no confirmation." In response to Senate resolution of Dec. 2, 1879 the honorable, the Secretary of the Interior forwarded March 8, 1880, to the President of the Senate a report made February 19—1880 by the United States surveyor general of Louisiana on located but unconfirmed private land claims in said State. The Corkran claim is included in this report. This report is printed as Senate Ex. Doc. No. 111—46th Congress—2d session.

Prior to this report this office had called the attention of Congress to the anomalous condition of these claims. This office in its report of 1877 in speaking of these claims used this language—namely,—"Practically the United States can make no disposition of the land covered by these claims, and they would not if they could. There are in Louisiana about 288 claims in a similar condition to the Corkran claim. These claims cover about 80,000 acres of land embracing in their limits valuable plantations and farms and have long since been surveyed and represented upon the township plats.

Following the policy adopted by this Government, namely,
732 that the lands embraced by these claims are not public lands in a sense that makes them subject to disposition under the general land laws of the United States and being of the opinion that it is my duty to await the future direction of Congress in reference to the disposition of the lands in question and there appearing no good or sufficient reason for my making an exception in the matter of said applications to enter the lands surveyed for Corkran, I have therefore affirmed your action in each of the cases." See also Senate Ex. Doc. No. 111—46th Congress—2d. session. Extracts from reports of surveyor general for 1874 and 1877.

It follows that Anthony Corkran prior to 1816, claimed a tract of land in Lower Mamou on the west bank of Bayou des Cannes that the principal deputy surveyor for the western district of Louisiana ordered the survey of the claim; the land was in fact surveyed, and the survey approved. Following this the land was resurveyed, under authority by P. A. Thibodeaux deputy surveyor and his sur-

vey was approved. The township map of T. 9—S. R. 2 W. shows the different private claims, among others that of Anthony Corkran—no confirmation found—for sect. 47—certified to as being correct as far back as April 26, 1875.

The officers of the United States Land Office refused to dispose of this land under the general land laws of the United States and finally Congress acting upon the report of the surveyor general, passed the following act: "An act to quiet title and possession with respect to certain unconfirmed and located private land claims in Louisiana." It is therein provided "that all the right title and interest of the United States in and to the lands situated in the State of Louisiana, known as the located but unconfirmed private land claims therein, aggregating about eighty thousand acres and specifically described in the list or tabular statement accompanying the report, dated Feb'y 19, 1880, made by the surveyor general of
733 Louisiana to the Commissioner of the General Land Office * * * shall be and the same are hereby directed to be granted, released and relinquished by the United States in fee simple to the respective owners of the equitable titles thereto and to their respective heirs and assigns forever as fully and completely in every respect whatever, as could be done by patents issued therefor according to law."

SEC. 2. "That nothing contained in this act shall in any manner abridge, divest, impair, injure or prejudice any valid right, title or interest of any person or persons in or to any portion or part of the lands mentioned in said first section—the true intent of this act being to relinquish and abandon, grant, give and concede any and all right, interest and estate in law or equity which the United States is or is supposed to be entitled to in said lands, in favor of all persons, estates, firms or corporations who would be the true and lawful owners of the same under the laws of Louisiana including the laws of prescription in the absence of the said interest and estate of the United States."

SEC. 3. "That the Department of the Interior shall cause patents to issue for such lands and such patents shall issue in the name of the original claimant as appears in the list or schedule and when issued shall be held to be for the use and *benefit* of the *true and lawful owners* as provided in sections one and two of this act." This act was passed on February 10, 1897. A patent issued *in accordance with this act* to Anthony Corkran and to his heirs and assigns."

It is contended that the land was not severed from the public domain until the p-ssage of this act and the issuance of the patent thereunder. The act of Congress is in fact but a quit claim, a relinquishment or abandonment by the Government of whatever rights it had or may have had to the land in favor of *qui de doit*. It limits all parties in interest to the courts of Louisiana, the matter to be determined by the laws of Louisiana.

12 An. 873—William *v.* Close.
734 3 La. 107, Sackett *vs.* Hooper.

The term "property" in the treaty by which the United States acquired Louisiana, *comprehends every species of title, inchoate or complete, legal or equitable* and embraces rights which lie in contract, executory as well as executed; and that no principle was better settled than that inchoate titles to land were property. The court went so far as to say such titles and such property would have been equally sacred in a republican form of government under the laws of nations without any treaty stipulations.

113 U. S. 179—Bryan *vs.* Kennett.
9 Peters 117—Delassus *vs.* U. S.
10 Peters 326—Smith *vs.* U. S.
111 U. S. 412—Slidell *vs.* Grandjean.
12 Ann. 873—Williams *vs.* Close.
3 La. 107—Sackett *vs.* Hooper.

"Some of the claims which had always been treated by this office, the land offices, and the departments as unconfirmed and so shown upon the township maps, have by such examinations been found to be confirmed and patents have issued, and the inference is first that similar researches might reveal a few other confirmations not now supposed to exist." Extracts from report for 1874.

The act is a relinquishment in favor of such persons as would under the laws of Louisiana, be the true, legal and equitable owners of such lands, in the absence of any claim or title in the United States, enabling all persons who, under the laws of Louisiana might maintain a prescription title to the lands in question to plead such prescription against the United States, and all persons claiming under or through them. The Government practically and substantially never claimed this land as belonging to it and as forming part of the public domain.

735 These are the terms of the act as I understand them and the patent must be accepted under the terms of the act, or repudiated.

I am, therefore, of opinion and hold that the land in controversy was subject to taxation and sale for non-payment of taxes.

The plaintiff Co. did not attack by direct action the tax sale made of this property in 1882, under which the defendants have held actual corporeal possession since that time. It ignored the sale altogether and brought a petitory action for the property.

It filed no pleadings after the defendants had set up the tax sale of 1882 as the original source of their title, nor did it introduce evidence to break the force and effect of the tax deed. The fact of Anthony Corkran's death was brought out as having occurred in 1819, in connection with the administration of his succession. None of the witnesses, some of them very old, knew anything of Anthony Corkran except by reputation; and he had died long before the witnesses could remember. The plaintiff Co. upon a collateral attack which it makes upon a tax sale twenty years after it took place, relies upon its being held to be absolutely null and void

by reason of the insufficiency of the description of the property in the tax deed and its recitals. In this case it was shown that the land in controversy was the only land claimed by Anthony Cockran in Lower Mamou on the Bayou des Cannes in township nine, south of range two west and it was assessed and sold as the land of Anthony Cockran or his heirs; the township map showed the claim and it was known as the Anthony Cockran claim. All property in this State independently of the question as to who is the owner of this particular property, is subjected to taxation and to expropriation for the purpose of carrying on the State government
736 though the State recognizes the individual rights of parties in property and has sought to prevent their divestiture in various ways.

It was enacted laws by which an assessment of property for purposes of taxation should be made annually commencing and closing at certain fixed date. It has fixed the date of the delinquency of the taxes and the time and place of tax sales. It has sought to give notice to parties interested in particular property by placing the names of such parties in connection therewith as far as they could be ascertained, upon the assessment rolls, and in the proceedings connected with the tax sales, *but it has cast upon* the owners the affirmative duty and obligation of making themselves known by furnishing assessment estimates of their property to the State officials. Now neither Anthony Cockran nor any one claiming rights upon this property has ever—so far as the record shows—paid a dollar of taxes upon it, made any returns for assessment purposes or advanced any right or claim of ownership to it. Anthony Cockran and his heirs entirely disappeared as it were. Their residence, even their existence, was unknown, but it did not follow from this fact that the property in Louisiana was not subject to assessment for and liability to sale for taxes.

45 An. 574, Webre *vs.* Lutcher.
48 An. 341, Michel *vs.* Thrane.
147 La. 522, Jopling *vs.* Chachere.

Plaintiff Co. in seeking to enforce a neglected and apparently abandoned right to the ownership and possession of property to the prejudice of parties who have been in possession of it for nearly twenty years.

The plaintiff Co. "occupies *quoad* the State and the parties
737 holding under the State's title the status of an unknown owner, reappearing to assert neglected, abandoned rights to the prejudice of parties holding titles acquired from the State and holding actual possession under them. Plaintiff's claim is without equity. It cannot oust the defendants from property which they have bought paid for and improved, while its transferrees have stood in the background until values have arisen, to which they have contibuted nothing.

145 U. S. 317. 45 U. S. 368—178 U . S208. The defendants are

protected by the prescription of three years provided in art. 233 constitution of 1898 as well as the prescription of three and five years pleaded.

For the foregoing reasons, and the law and the evidence being in favor of the defendant-, it is therefore, ordered, adjudged and decreed that there be judgment in favor of the defendants rejecting plaintiff's demand.

It is further ordered, adjudged and decreed that Laurent Arnaudet, Arthur Latreille and Eugene Houssiere be and they are hereby recognized as, and decreed to be the owners of the land in controversy as called for by their respective titles and that they be qui-ted in their possessiou of same.

It is further ordered that plaintiff company pay all costs of suit.

It is further ordered that a suspensive and devolutive appeal in the alternative, be and is hereby granted to the plaintiff company returnable to the supreme court at New Orleans, La. on the fourth Monday of September 1902; plaintiff company to furnish bond as required by law in the sum of seven hundred and fifty — dollars for either appeal.

738 Thus done, rendered and signed at chambers on this 28th day of July, 1902.

C. E. DE BAILLON,
Judge 18th Jud'l Dist., La.

Filed July 29th, 1902.
R. T. CLARK, Clerk.

Minute Entry of Date July 29th, Showing Entry on Minutes under Act No. 94 of 1898, — "10."

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET ET ALS. } 1405.

JULY 29TH, 1902.

This cause having been submitted, judgment was rendered under act 94 of the General Assembly of 1898 in the following words, to-wit: "It is therefore ordered, adjudged and decreed that there be judgment in favor of the defendants rejecting plaintiff's demand. It is further ordered, adjudged and decreed that Laurent Arnoudet, Arthur Latreille and Eugene Houssiere be and they are hereby recognized as and decreed to be the owners of the land in controversy as called for by their respective titles, and that they be quieted in their possession of same.

It is further ordered that plaintiff company pay all costs of this suit. It is further ordered that a suspensive and devolutive appeal in the alternative be, and is hereby granted to the plaintiff company, returnable to the supreme court at New Orleans, La., on the

fourth Monday of September, 1902, plaintiff company to furnish bond as required by law in the sum of seven hundred and fifty dollars for either appeal.

739 Thus done, rendered and signed at chambers on this 28th day of July, 1902.

C. DE BAILLON,
Judge 18th Jud. Dist., La.

Filed July 29/1902.

R. T. CLARK, Clerk.

Petition and Order for Appointment of J. E. Barry as Curator *ad Hoc* to W. R. Keever, Absentee, — "11."

Eighteenth District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPQNY
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

The petition of the plaintiff in the above numbered and entitled cause respectfully represents:—

That since the institution of the above suit and service, W. R. Keever, one of the defendants in the above numbered and entitled cause, is now absent and is living as your petitioner is informed and believes at Macksburg, in the State of Ohio, and that he is an absentee from this State.

That on the 28th day of July, 1902, judgment was rendered in the above numbered and entitled cause against the plaintiff and in favor of the defendants.

That plaintiff is about to take an appeal in said cause to the supreme court of the State of Louisiana, and that it is neces-

740 sary that a curator *ad hoc* be appointed to represent the said W. R. Keever, absentee, for the purpose of the service of notice of said judgment as rendered, as well as notice of appeal to be taken in said cause by the said plaintiff.

Wherefore petitioner prays, the premises being duly considered, that J. E. Barry be appointed curator *ad hoc* to represent the said W. R. Keever, one of the defendants in the above cause for the purpose of having notice of judgment served upon him as well as notice of appeal taken by the plaintiff.

Petitioner further represents that the judge of this court is out of the State.

And petitioner prays for all such other orders and decrees as may be deemed meet in the premises.

By its attorneys, KENNETH BAILLIO,
E. B. DUBUISSON, &
STORY & PUGH.

Affidavit.

Hampden Story, being duly sworn, deposes and says:—That he is one of the attorneys of the plaintiff corporation named in the foregoing petition, and that all the allegations in the foregoing petition contained are true and correct; and that the judge of the eighteenth judicial district court is absent from the State.

HAMPDEN STORY.

Sworn to and subscribed before me this 20th day of August, 1902.

E. N. PUGH, JR.

Order.

Considering the foregoing petition, prayer and affidavit, let James E. Barry be appointed curator *ad hoc* to represent W. R. 741 Keever, absentee in the above and foregoing petition, upon whom notice of the judgment rendered in the suit of The Corkran Oil & Development Do. No. 1405 *vs.* Laurent Arnaudet *et als.*, shall be served, and also notice of the appeal to be taken by plaintiff in said cause to the supreme court of the State of Louisiana; and all other legal process.

In testimony whereof I have hereunto affixed my signature and seal of office, this 20th day of August, 1902.

R. T. CLARK,
Clerk of Court.

Filed August 20th, 1902.

R. T. CLARK, Clerk.

Appointment of J. E. Barry as Curator *ad Hoc* to W. R. Keever, Absentee, No. "12."

STATE OF LOUISIANA, }
Parish of Acadia. }

I, James E. Barry of the State of Louisiana and parish of Acadia, do solemnly swear that I will well and faithfully perform all and singular the duties and functions incumbent on me as curator *ad hoc* of the absentee W. R. Keever, one of the defendants in suit No. 1405 entitled "Corkran Oil & Development Co. *vs.* Laurent Arnaudet, Arthur Latreille *et als.*" of the civil docket of the 18th judicial district court of La. to the best of my judgment and abilities, according to law—so help me God.

J. E. BARRY.

Sworn to and subscribed at Crowley this 25th day of August, 1902.

Before me,

D. B. HAYES, D'y Clerk.

THE STATE OF LOUISIANA,
Parish of Acadia.

To all whom it may concern:

742 Be it known that I, Dallas B. Hayes deputy clerk of the eighteen district court in and for the aforesaid parish, have this day, the 25th day of August in the year one thousand nine hundred and two (1902) by virtue of an order of the Honorable Raymond T. Clark, clerk of said district court bearing date the 20th day, of August 1902 appointed and do hereby appoint James E. Barry Esq. as curator *ad hoc* to represent W. R. Keever absentee, one of the defendants in suit No. 1405 entitled "Corkran Oil & Development Co. *vs.* Laurent Arnaudet, Arthur Latreille *et als.*" of the civil docket of the 18th judicial district court of La. hereby vesting him, the said James E. Barry, Esq., as curator *ad hoc* with all the powers and authorities contemplated by the laws of this State, in such cases made and provided—the previous requisites of the law having been complied with.

In testimony whereof, I have hereunto signed and affixed the seal of my office at Crowley, the day and year above written.

Filed Aug. 25 / 02.

D. B. HAYES, D'y Clerk.

Waiver of Notice of Judgment by D. Caffery & Son, Marked "13."

Eighteenth District Court, Parish of Acadia, State of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNOUDET, ARTHUR LATREILLE, ET ALS. } 1405.

We, the undersigned attorneys, representing the plaintiffs and defendants in the above numbered and entitled cause, respectively, hereby waive notice of the judgment rendered by the Honorable Conrad Debaillon, on the 28th day of July, 1902 in the above numbered and entitled cause, in favor of the defendants, and also waive notice of appeal.

D. CAFFERY & SON.
J. SULLY MARTEL.

743 Waiver of Notice of Judgment by Counsel for Defendants, Marked "14."

Eighteen- District Court, Parish of Acadia, Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

We, the undersigned attorneys, representing the plaintiffs and defendants in the above numbered and entitled cause, respectively, hereby waive notice of the judgment rendered by the Honorable Conrad Debaillon on the 28th day of July 1902, in the above numbered and entitled cause, in favor of the defendants, and also waive notice of appeal.

E. B. DUBUISSON,
STORY & PUGH, &
KENNETH BAILLIO,
Att'ys for Corkran Oil & Development Co., Pl'ff.
ROBERT MONTGOMERY,
Att'y for J. C. Beatty and S. M. Scott.
LEWIS & SMITH,
Att'ys for Crowley Oil & Mineral Co.
J. E. BARRY,
Curator for L. Stephens and J. G. Dyer.
P. J. CHAPPUIS &
G. L. DUPRE,
For S. A. Spencer & Co. and Individual Members.
MIRON ABBOTT,
For Himself and Associates.

Filed Sept. 2/1902.
R. T. CLARK, Clerk.

Waiver of Notice of Judgment by Counsel for W. R. Keever, Marked "14½."

I hereby waive notice of jud't rendered by Judge C. Debaillon July 28/1902 in suit No. 1405 D. C. Acadia p'h La. in suit entitled "Corkran Oil & Development — *vs.* Laurent Arnaudet, Arthur Latreille *et als.*"

Said judg't rendered in favor of defendants—I do waive notice of appeal.

J. E. BARRY,
Curator for W. R. Keever.

744 Filed Sept. 2/1902.
R. T. CLARK, Clerk.

Notice of Judgment and Sheriff's Return Thereon to Prairie Mamouth Oil & Mineral Company, Marked "15."

STATE OF LOUISIANA,
Parish of Acadia.

Eighteen- Judicial District Court, Parish of Acadia.

THE CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

To the Prairie Mamou Oil & Mineral Co., Ltd., domiciled at Jennings, parish of Calcasieu, Louisiana:

You are hereby notified that, in vacation, the Hon. Conrad Debaillon, judge of the eighteenth judicial district court, in and for the parish of Acadia, on the 28th day of July, 1902, rendered his decision in writing in the above numbered and entitled cause, awarding on said date, judgment in favor of the defendants and against the plaintiff corporation in said cause. This judgment is of file in the office of the clerk of the district court of the parish of Acadia, and duly inscribed in the minutes of said court.

In witness whereof, I have hereto set my hand and seal of office at Crowley, parish of Acadia, State of Louisiana, this 27" day of August, A. D. 1902.

D. B. HAYES,
D'y Clerk of the 18th Judicial District Court,
Parish of Acadia, State of Louisiana.

Received the within notice together with a certified copy thereof, August 28, 1902. I served said copy on the within named defendant Co. Prairie Mamou Oil & Mineral Co. Ltd. by handing
745 the same to Victor von Schoeler, president of said Co. in person in Calcasieu parish, La. about 35 miles from the court house of said parish.

W. B. CLARK, D'y Sh'ff.

Returned and filed Sept. 2/1902,

D. B. HAYES, D'y Clerk.

Notice of Judgment and Sheriff's Return Thereon to Dr. F. R. Martin, Marked "16."

STATE OF LOUISIANA,
Parish of Acadia.

Eighteen- Judicial District Court.

THE CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 1405.

To Dr. F. R. Martin, of the town of Crowley, parish of Acadia, State of Louisiana:

You are hereby notified that in vacation the Hon. Conrad Debaillon, judge of the eighteenth judicial district court in and for the parish of Acadia, on the 28th day of July, 1902, rendered his decision in writing in the above numbered and entitled cause, awarding, on said date, judgment in favor of the defendants and against the plaintiff corporation in said cause. This judgment is of file in the office of the clerk of the district court of the parish of Acadia, and duly inscribed in the minutes of said court.

In witness whereof, I have hereunto set my hand and seal of office at Crowley, parish of Acadia, State of Louisiana, this 27th day of August, A. D. 1902.

D. B. HAYES,
D'y Clerk of the 18th Judicial District Court,
Parish of Acadia, State of Louisiana.

Received the within notice with certified — of same on the
746 27th day and on the 25th day of the same month and year I served the aforesaid copy in Dr. F. R. Martin's — the party herein named, by handing the same to him in person in Acadia parish, La.

A. D. LE BLANC, Dt. Sheriff.

Returned and filed Sept. 2/1902.

R. T. CLARK, Clerk.

HEIRS OF JOHN CORKRAN (SON OF ANTHONY CORKRAN SR. married MARTHA (PATSEY) MARTIN. Exhibit "A."

Relationship to Anthony Corkran Sr. & Martha Martin		Grand Children		Great Grand Children		Great-Great-Grandchildren	Great-Great-Great Grandchildren	Residence
	1	Sarah Corkran married Charles Teal Jr.	1	Charles Teal Jr				St. Landry Pk. La.
			2	William Teal				Acadia Parish La.
			3	Sarah Teal widow Eli Nash				St. Landry Pk. La.
			4	Matilda Teal		Died without issue		
			5	James Teal married Marie Pauline Amel		Died without issue, leaving a last will and testament instituting his own wife, Marie Pauline Amel, now wife of James Teal by the terms of which she was duly placed in possession of his estate by the terms of said will and by rule of court which appears by reference to Civil Dk. No. 1810 St. Landry records (now withheld)		
			6	John Teal		Died without issue		
			7	Paul Teal		Died without issue		
	2	Stephen Corkran		Died at 12 yrs. of age		without issue		
	3	Anthony Corkran married Mary Ritter	1	John Corkran married Martha Rees		Had one child Helen who died after its father, mother now wife of of Jacob M. Cole as heir		Calcasieu Parish, La.
			2	Marguerite Corkran married Matthew M. Massey	1	Martha Massey wife of Frank Fondon		Tyler County, Texas.
					2	Emma " " W. F. Payne		Shelby County, Texas.
					3	Lou " " W. Looks		Angeline County Texas.
					4	John "		Tyler County, Texas.
					5	Will "		Polk County, Texas.
					6	Louis "		Angelina County, Texas.
						George Myrles		Calcasieu Parish, La.
			3	Mary Corkran married John Myrles				
			4	Lewis Corkran married Lucinda Havard		John Corkran married Mary Le Blanc	8 children, minors viz 1st Anthony 2nd Eva. St. Louis 4th Martha 5th Pearl 6th Ovel 7 Virgie 8 Calvin, all in Calcasieu Pk.	Calcasieu Parish, La.
	4	Elizabeth (Betsy) Corkran	1	Mrs. P. Glaze				Avoyelles Parish, La.
			2	Miles M. Glaze				Shelby County, Texas.
			3	Eliza M. Glaze, wife T. A. Lutz				St Landry Parish La.
			4	Zachariah Glaze				De Soto Parish, La.
			5	Matilda Glaze married Tom Attaway		Elisha Attaway		St. Landry Parish, La.
			6	Adelaide Glaze married Pat Fovet		Zachariah Glaze Fovet		St. Landry Parish, La.
	5	Rebecca (Becky) Corkran married William Nichols	1	Stephen Nichols married	1	Eli (Bob) Nichols		Calcasieu Pk. La.
					2	Jacob Nichols		Calcasieu Pk. La.
			2	Zack Nichols married	1	Alice Nichols wife H. mon Gilliman		Rapides Parish, La.
					2	Margaret " widow W. M. Massey		Tyler County, Texas.
					3	Athena " wife of Simpson		Calcasieu Parish, La.
					4	Susan "Sook" of Jesse Watson	(Left children, names now unknown)	Vernon Pk. La.
					5	James Nichols		Calcasieu Pk. La.
			3	Elizabeth Nichols wife Hays Royer				Calcasieu Pk. La.
			4	Thomas Nichols married		John Thomas Nichols		Hill County, Texas.

					Without issue		
3	Anthony Corkran married Mary Ritter	1	John Corkran married Martha Ross		Had one child Helen who died after its father, mother now wife of Jas M. Cole as heirs		Calcasieu Parish, La.
		2	Marguerite Corkran married Matthew M. Massey	1	Martha Mary wife of Jno Fenton		Tyler County, Texas.
				2	Emma " " W. Payne		Shelby County, Texas.
				3	Lou " " W Looke		Angeline County, Texas.
				4	John "		Tyler County, Texas.
				5	Viel "		Polk County, Texas.
				6	Louis "		Angelina County, Texas.
					George Myles		Calcasieu Parish, La.
		3	Mary Corkran married John Myrles				
		4	Lewis Corkran married Eusiga Havard		John Corkran married Mary Le Blanc	8 children, minors viz 1st Anthony 2d Eu. St Louis 4th Eunice 5th Rene 6th Ouel 7 Virgie 8 Eubin, all in Calcasieu Pk.	Calcasieu Parish, La.
4	Elizabeth (Betsey) Corkran	1	Mr. P. Glaze				Avoyelles Parish, La.
		2	Nelis M. Glaze				Shelby County, Texas.
		3	Eliza M. Glaze, wife J.A. Lutz				St Landry Parish, La.
		4	Zacharie Glaze				de Soto Parish, La.
		5	Matilda Glaze married Wm Attaway		Elisha Attaway		St. Landry Parish, La.
		6	Adelaide Glaze married Pat Forest		Zacharie Glaze Forest		St. Landry Parish, La.
5	Rebecca (Becky) Corkran married William Nichols	1	Stephen Nichols married	1	La (Polk) Nichols		Calcasieu Pk. La.
				2	Jacob Nichols		Calcasieu Pk. La.
		2	Zack Nichols married	1	Alice Fields wife H mrs Ellenor		Rapides Parish, La.
				2	Margaret " widow W.M. Massey		Tyler County, Texas.
				3	Rebecca " wife of Simpson		Calcasieu Parish, La.
				4	Susan " Polk " of Jesse Watson	(Left children, names now unknown)	Vernon Pk. La.
				5	James Nichols		Calcasieu Pk. La.
		3	Elizabeth Nichols wife Eliza Royer				Calcasieu Pk. La.
		4	Thomas Nichols married				
					John Thomas Nichols		Hill County, Texas.
		5	Martha Nichols married Valentine Vincent	1	Elizabeth Vincent wife Eugene Cole		Calcasieu Parish, La.
				2	Thomas Vincent	(no issue).	
				3	Louis Lee Vincent		Calcasieu Parish, La.
				4	Xavier L "		Calcasieu Parish, La.
				5	Melis M "		Calcasieu Parish, La.
				6	Joseph "		Calcasieu Parish, La.
				7	Martha " wife of Amy Eosby		Calcasieu Parish, La.
				8	Ada " (single).		Calcasieu Parish, La.
				9	Marten M "		Vernon Parish, La.
		6	Louis M. Nichols				Vernon Parish, La.
		7	Ellen Nichols wife Louis Baggett				Newton County, Texas.
		8	Lucinda Nichols " Dr McElroy				Calcasieu Parish, La.
		9	Nesta Ann " " Dock Baggett				Calcasieu Parish, La.
6	Lewis Corkran married Miss ___ Ailes		Geo. W. Corkran				Calcasieu Parish, La.

Names of descendants written in red ink are living.
Names " " " black ink are dead.

(747) 748

"Filed" Dec. 6/1901.
R. F. Clark, Clerk.

Exhibit B.

HEIRS OF SARAH CORKRAN (DAUGHTER OF ANTHONY CORKRAN SR.) WHO FIRST MARRIED WILLIAM BUNDICK, 2dly CESAR HANCHETTE, 3rdly ALEX COYER.

Family No.	Order No.	Grandchildren	Great Grandchildren	Great Great Grandchildren	Great Great Great Grandchildren	Residence
	1	Stephen Bundick married Marcelite Fontenot	1 Adolphe Bundick married Mandy Shuff	1 Lewis Bundick & Deaf Mute 2 Gustin Bundick		Valcourain Pk. La. Valcourain Pk. La.
			2 Clement Bundick married Elisa Dolleau	1 Melis Bundick and Belisaire - 2 Margaret Bundick wife of Shuff 3 Adrien Bundick married Elise Lamair Morgan Bundick	1 Adam Bundick (minor) Adelaide Bundick (minor)	St. Landry " " " " " " " " " "
			3 William Bundick married			
			4 Eliza Bundick married Eyrard Shuff	1 Rachel Shuff married James Cole 2 Mandy Shuff married Justin Chandler 3 Delia Shuff married Joe (Mark) Lormier	1 Louisa Cole wife John Gilmore 2 Laura Cole wife of Adam Chaumont 3 James Cole & Elma Cole 5th Ella Cole 6th Nellie Cole 7th Lizzie Cole (minor) Rachel Chandler married Wm. Meyers Eva, Adam, Amelia, Joseph, & Robert Lormier, minors	St Landry Pk. La. Valcourain Pk. La. Valcourain Pk. La.
			5 Mary Bundick married William Shuff	1 Annie Shuff wife Jean Soulelles 2 Selina " " Adam Reed 3 Maud " " Peter J. Breaux 4 John "		Valcourain Pk. La. St Landry Pk. La. " " " " " " " " " " " "
			6 Melvina Bundick married Clinton Shuff			
	2	Eliza Bundick married Pierre Guillory	1 Pierre Guillory 2 Frank Guillory 3 Eliza Guillory 4 Sarah " now Mrs. Wm. Cole 5 Mina " 6 Melina Guillory married Darcele Vidrine	(No issue) (No issue) (No issue) 1 Achille Vidrine 2 Martin Vidrine 3 Octavie " wife Leo Vidrine 4 Amelia " widow Willie Arceneaux		Calcasieu Pk. La. St Landry Pk. La. St Landry Pk. La. St Landry Pk. La. " Calcasieu " " St. Landry " " " " " " Court Ho. Texas St Landry Pk. La. Guadalupe Co. Texas
	3	Sarah Bundick married Francois Dracets	1 Lydia Dracets wife Alex Mille 2 Eliza " " Jean Doucet 3 Irma " 4 Martin " 5 Louis " 6 Robert " 7 Sarah " wife J. F. Shaw 8 Adolphe " widower Mary Eliza 9 Pierre "			
	4	William Bundick married Mary (Polly) Tyson	1 Martin M. Bundick			
			2 Lilay Bundick married Richard Clever	Richard M. Clever married Maggie Cole	left seven minors viz: Thomas, Zachary, Georgie, Lizzy, Alba + Rachel + Annie.	Gonzales Co. Texas.
			3 Fanny Bundick married George Cannion	1 William Cannion 2 Jamie " wife J. J. Brantley 3 Melvin " 4 Robert " 5 Mary " 6 Bradley "		Gonzales Co. Texas Davis Co. Texas (Residence unknown) Gonzales Co. Texas " " " " " "
			4 Eliza A. Bundick married Wm. M. Abernathy			
	5	Mary Elizabeth Hanchette married Borja	1 Solomon Borja married Betty Coe	1 Irene Borja 2 Lucien Borja 3 Henry Borja minor 4 Maggie Borja minor 5 Ernest Borja minor 6 Mattie Borja minor 7 Della Borja minor		Atascosa Co. Texas Gonzales Co. Texas " " " Bend " " Gonzales " " " " " Court " "

		4	Eliza Bundick married Cyprus Shuff	1	Rachel Shuff married James Cole				
				2	Mandy Shuff married Jessie Chandler				
				3	Delia Shuff married Jo (Croat) Sonnier				
		5	Mary Bundick married William Shuff	1	Annie Shuff wife Fave Sudduth				
				2	Edna " " Adam Reed				
				3	Maud " " Prue J. Guillory				
				4	Ida "				
		6	Melinda Bundick married Christin Shuff						
2	Eliza Bundick married Pierre Guillory	1	Pierre Guillory		(No issue)				
		2	Frank Guillory						
		3	Eliza Guillory						
		4	Sarah " married Unknown						
		5	Mina "						
		6	Melina Guillory married Lovicka Vidrine		(No issue)				
				1	Achille Vidrine				
				2	Martin Vidrine				
				3	Octavie " wife Jos Vidrine				
				4	Amelia " widow Emelin Ardoin				
3	Sarah Bundick married Francois Doucet	1	Lydia Doucet wife Alb. Mills						
		2	Eliza " " Frank Doucet						
		3	Irma "						
		4	Martin "						
		5	Louis "						
		6	Robert "						
		7	Sarah " wife J. F. Blanc						
		8	Adolfe " widow Henry Bleye						
		9	Pierre "						
4	William Bundick married Mary (Polly) Ryan	1	Martin W. Bundick						
		2	Lilay Bundick married Richard Glover		Richard M. Glover married Maggie Cole				
		3	Fanny Bundick married George Cannion	1	William Cannion				
				2	Jane "		F. J. Breathy		
				3	William "				
				4	Robert "				
				5	Mary "				
				6	Breathy "				
		4	Eliza S. Bundick married Wm. M. Abernethy						
5	Mary Elizabeth Hanchette married Borja	1	Soloman Borja married Betty Ore	1	Irene Borja				
				2	Archie Borja				
				3	Henry Borja	minor			
				4	Maggie Borja	minor			
				5	Cesaar Borja	minor			
				6	Mattie Borja	minor			
				7	Della Borja	minor			
		2	Cesaar Borja married Molly Isenwood	1	James Borja				
				2	Milton "				
				3	Gary "				
				4	Charles "	minor			
				5	Cecy "	minor			
6	Cora Hanchette married Melancon	1	Mrs W. Hanchette						
		2	Martha Hanchette married Nathaniel T. Crapper	1	Augustus C. Crapper				
				2	Joseph Crapper				
				3	Annie Crapper				
					Named of living descendants written in red ink				
					names of deceased descendants written in black ink.				

(749)

1	Louisa Cole wife John Simon		Calcasieu Pk. La.
2	Fanny Cole widow Adam Beaumont		
3	James Cole 2nd Elena Cole 3rd Ella Cole 4th Nellie Cole 5th Lizzie Cole (twins)		Calcasieu Pk. La.
	Rachel Chandler married Wm. Meyers		Calcasieu Pk. La.
	Eva, Adam, Amede, Joseph & Robert Sonnier, minors		Calcasieu Pk. La.
			St Landry Pk. La.
			" " " "
			" " " "
			" " " "
			Calcasieu Pk. La.
			St Landry Pk. La.
			St Landry Pk. La.
			St Landry Pk. La.
			" " " "
			" " " "
			" " " "
			" " " "
			" " " "
			" " " "
			Calcasieu " "
			St. Landry " " "
			" " " "
			Duval Co. Texas
			St. Landry Pk. La.
			Guadalupe Co. Texas
	left seven minors viz: Thomas, Richard, Georgie, Lizzy, Alba + Rachel + Annie.		Gonzales Co. Texas.
			Gonzales Co. Texas.
			Davis Co. Texas
			(Residence unknown.)
			Gonzales Co. Texas.
			" " "
			" " "
			Atascosa Co. Texas
			Gonzales Co. Texas.
			" " "
			" " "
			Duval " "
			Gonzales " "
			" " "
			Duval " "
			Goliad " "
			" " "
			" " "
			" " "
			" " "
			St. Landry Pk. La.
			Calcasieu Pk. La.
			Acadia Pk. La.
			Houston Texas

(750)

Filed Dec. 6/1901 A. J. Clark, Clerk.

Heirs of Catherine Corkran (daughter of Anthony Corkran Sr.) married John Mc Daniel Sr.

Exhibit "C"

Relationship to Anthony Corkran Sr. & daughter Catherine	No.	Grand Children	No.	Great Grandchildren	No.	Great Great Grandchildren	No.	Great Great Great Grandchildren	Residences
	1	Mary Mc Daniel married Lewis West	1	Catherine West married James Mc Daniel	1	Sarah Jane Mc Daniel, a Catholic Nun			Acadia Pk. La.
					2	Louis Mc Daniel married	1	Katie Mc Daniel wife Jas. B. Nash	Calcasieu Pk. La.
							2	Susan Mc Daniel (minor)	" "
							3	Vicki Mc Daniel	Arkansas
					3	Henderson Mc Daniel		(died without issue)	
					4	Sophia Mc Daniel married John Trainor	1	John Trainor	New Orleans, La.
							2	Alice Trainor wife Louis O. Desmarais	St. Landry Pk. La.
							3	Katie Trainor wife Patrick Sareen	" " " "
							4	Henry Trainor	Michigan
							5	Vicki D. Trainor	Manila, Philippine Islands
							6	Michael K. Trainor	Washington, D.C.
							7	Joseph Trainor	Jefferson Co. Texas.
					5	Robert Mc Daniel			St. Landry Pk. La.
			2	Mary Ann West married John Reed	1	Geo. W. Reed			Acadia Pk. La.
					2	Sarah Jane Reed wife Leroy Mc Carl			St. Landry Pk. La.
	2	Anthony Mc Daniel married Celeste Pitre	1	Elias Mc Daniel (dead)		(No issue)			
			2	John Mc Daniel		(Died without issue)			
			3	Louis Mc Daniel		(Died without issue)			
			4	Elisha Mc Daniel married Irma Pitre	1	Ozma Mc Daniel			St. Landry Parish, La.
					2	Celestina Mc Daniel married Robert Walker		Albert Walker	St. Landry Parish, La.
			5	Eliza Mc Daniel married Dalicourt Ledoux	1	Valsin Ledoux			St. Landry Parish, La.
					2	Achille Ledoux Ledoux		(Died without issue)	
					3	Ducondrel Ledoux			St. Landry Parish, La.
					4	Adelaide Erwin Ledoux married Theodule Deville	1	Deville married Armos Durio	left minor children, names and number unknown. St. Landry Parish, La.
							2	Edmond Deville	Acadia " "
							3	Jack Deville	St. Landry " "
							4	Daughter in Opelousas.	St. Landry " "
					5	Eugene Ledoux		(Died without issue)	
					6	Celicie Ledoux wife Louis Pucheu			Rapides " "
					7	Mary Ledoux		(Died without issue)	
	3	Elizabeth Mc Daniel married Hypolite Fontenot	1	Elizabeth Fontenot married	Elbert Leavitt (died without issue)				
			2	Mary Fontenot married Justus Reynolds	1	Mary Frances Reynolds married Gibbon S. Chevis	1	Fenelon P. Chevis	Johnson County, Texas.
							2	Elbert G. Chevis	Residence Unknown
							3	Caroline Chevis wife Day	Residence Unknown
							4	Fanny Reynolds " " Hanks	Tyler County, Texas.
					2	Sarah Reynolds married Lemard J. Smith		left children, age, numbers & names unknown. Said to reside in	Rapides Pk. La.

						married John Trainor	2	Alice Trainor wife Louis O. Desmarias	St. Landry Pk. La.
							3	Katie Trainor wife Patrick Screen	" " "
							4	Henry Trainor	Michigan
							5	Vickie D. Trainor	Manilla, Philippes Islands
							6	Michael K. Trainor	Washington, D.C.
							7	Joseph Trainor	Jefferson Co. Texas.
				5	Robert McDaniel				St. Landry Pk. La.
		2	Mary Ann Nest married John Reed	1	Geo. W Reed				Acadia Pk. La.
				2	Sarah Jane Reed wife Leroy Mc Neel				St. Landry Pk. La.
2	Anthony Mc Daniel married Celeste Pitre	1	Elias Mc Daniel (dead)		(No issue)				
		2	John Mc Daniel		(Died without issue)				
		3	Louis Mc Daniel		(Died without issue)				
		4	Elisha Mc Daniel married Irma Pitre	1	Ozma Mc Daniel				St Landry Parish, La.
				2	Celestina Mc Daniel married Robert Walker			Albert Walker	St. Landry Parish, La.
		5	Eliza Mc Daniel married Delicourt Ledoux	1	Valsin Ledoux				St. Landry Parish, La.
				2	Achille Ledoux Ledoux			(Died without issue)	
				3	Ducondrel Ledoux				St. Landry Parish, La.
				4	Adelaide Erwin Ledoux married Theodule Deville	1	Amos Deville	Deville married left minor children, names and number unknown.	St. Landry Parish, La.
							2	Edmond Deville	Acadia " "
							3	Jack Deville	St. Landry " "
							4	Daughter in Opelousas.	St. Landry " "
				5	Eugene Ledoux			(Died without issue)	
				6	Edwin Ledoux wife Louis Trahan				Rapides " "
				7	Noa Ledoux			(Died without issue)	
3	Elizabeth Mc Daniel married Hyppolite Fontenot	1	Elizabeth Fontenot married	Elbert Grantt (died without issue)					
		2	Mary Fontenot married Justus Reynolds	1	Mary Frances Reynolds married Gibbon S. Ekevis		1	Fenelon F. Ekevis	Johnson County, Texas.
							2	Elbert G. Ekevis	Residence Unknown
							3	Caroline Ekevis wife Day	
							4	Fanny Reynolds " " Hanks	Tyler County, Texas.
				2	Sarah Reynolds married Leonard J. Smith			left children, age, numbers names unknown, said to reside in	Rapides Pk. La

Names of living descendants written in red Ink.
Names of deceased descendants written in black Ink.

Filed Dec. 6/1901
A. F. Clarke Clerk.

Appendix D.

Heirs of Elizabeth Cockran (daughter of Anthony Cockran dec'd) made by 1st marriage of John Mc Daniel Jr. to 2nd marriage of ___ Righton

Numbering to correspond with Genealogical Report	Grand children		Great Grandchildren		Residence
1	Emeline Mc Daniel married Leander Phillips Fortune				St Landry Pk. La.
2	Corina Mc Daniel married Phillip Bridendall	1	Jas P. Bridendall	Died without issue	Avoyelles Pk. La.
		2	William Bridendall	Died without issue	
		3	Charlotte Bridendall married Dr. Mayon		
4	Peter Mc Daniel		(Died without issue)		
5	Charlotte Mc Daniel		(Died without issue)		
6	Sarah Righton married Tom H. Holt				Rapides Pk. La.

Names of living descendants written in red Ink.
Names of dec'd descendants written in Black Ink.

Heirs of Bridget Corkran (daughter of Anthony Corkran, Sr) wife of Andrew Row

Exhibit E

Relationship to Anthony Corkran Sr. (Maternal Grandparents)	Grand children		Great Grandchildren	Great Great Grandchildren	
1	Mary Row married Com. Campbell		No Information as to issue		
2	Marguerite Row married Josiah Thompson	1	Lucinda Thompson married John Gossett	Napoleon Gossett	No Information as to residence
		2	J. Q. Thompson married Adda J. Legg	left 6 children live somewhere in Texas	
		3	Elizabeth Thompson married Adams	B. F. Adams	lives somewhere in Texas
		4	Andrew J. Thompson		St. Landry Pk. La.
		6	Henry E. Thompson		Montague Co. Texas
3	Elizabeth Row married Turner Smith		Had 4 children all died young without issue.		
4	Sophia Row married David Laflin		Died without issue		
5	Michael Row		Died without issue		
6	Andrew Row married Eugenia Comeaux	1	Elizabeth Row married Isaiah Reed	Elizabeth Reed married Henry Jones	St Landry Pk La
		2	Bridget Row married Wm F Long		" " " "
		3	Ursuan Row		" " " "
		4	Andrew Row Jr.	Died without issue	
		5	Mary Eugenia Row widow by 1st marriage of Rob't Bagley & 2nd by marriage of R.C. Ransom		St Landry Pk. La
		6	Alice Row	(Died without issue)	St Landry Pk. La.
		7	Lida Row married A. J. Carron	Carron	

Names of living descendants written in red Ink
Names of deceased descendants written in Black Ink

Heirs of Mary Corbran (daughter Anthony Corbran & wife Nathaniel West

Exhibit F.

Daughter in Regular Order	Issue	Grand Children	Great Grand Children	Great Great Grand Children	Great Great Great Grand Children	Residence
1	Mary Louisa West	Died without issue				
2	Nathaniel West	Died without issue				
3	Ambrose West married Sally Higgins	Ambrose's Children named in Table. Children named Silas Howe.	Edmund Higgins	Silas Howe		Leon County Texas
4	Sarah West married William McDaniel	1 Mary McDaniel married Isaac Perkins	1 Angel Perkins 2 Alice Perkins married Lyttle 3 Wells Perkins 4 Mary Louisa " " Barnett 5 Andrew " wife Bellford 6 William " " 7 Robert " 8 Sarah " wife Mansfield 9 Frances " " Lyttle			Rapides Parish La " " " Rapides " " Calcasieu " " " " " " " "
		2 Amanda McDaniel married J. Pete Stanley	1 Mary Stanley wife John Lewis 2 Anna "			Calcasieu " "
5	William West married Sally Johnson	1 Martin H. West 2 Wm Sanford West married Mary C. Black 3 Ambrose West 4 Rachel West wife James Elliot 5 Lithe M. West " Jno Perkins 6 Sophia N. West " A. M. Walton	1 Charles West 2 Louis West married Mary Jane Acre			St. Landry Parish La " " " " St. Landry Parish La St. Landry " " " " " Franklin " "
6	Mary West married Chandler	James B. Perrier				St. Landry Parish La
7	John West married Polly Burdick	1 James West 2 Charles West died 3 Ambrose West 4 Melissa Ann West married James Eglin 5 Eugenia West married Atty S. Pierce	1 C. B. Everett 2 Mabel West (Died without issue) 1 James Eglin 2 Wilson Eglin 3 John L. Eglin 4 Charley Eglin 5 Robert Eglin Not one child died after its mother - Father in Tex			St. Landry Parish La " " " " " " " " " " " " " " " " Avoyelles Parish La
8	Sophia N. West married Wm. Harden Lewis	1 Elizabeth Lewis married Frederick W. Lutz	1 Charley Lutz 2 Emma Lutz wife Chas Lewis 3 Alice Eveline Lutz wife M. West 4 Annie Lutz wife Ch. Hoffmann 5 Florence Adelaide Lutz wife Jos Butler 6 Katherine Sophia Lutz married Batte 7 Frederick L. L... Lutz	Edward Bates (minor) Emma Bates (minor)		Lafayette Parish St. Landry " " " " " " " " " "
		2 Martin Lewis married Lyanda Montgomery	Jackson Lewis			St. Landry Parish La.
		3 Jesse H. Lewis jr. married Nellie Kimball	1 Wm H. Lewis 2 George Lewis 3 Martin Lewis	(Died without issue)		St. Landry Parish La " " " " " " " "
		4 Warwick Lewis married	1 James H. Lewis 2 Lorenzo Dow Lewis 3 Sophia Anna wife Thomas Kelly 4 Wm B. Lewis			" " " " " " " " St. Landry Parish La " " " "
		5 Laula Lewis wife of James Bellis				
		6 Miss + wife Wm Campbell				

Names of living decendants written in red ink.

Names of deceased decendants written in black ink.

			6	Melissa " "			
			7	Robert " "			
			8	Sarah " wife Isaac Pike			
			9	Frances " wife Stephen			
			1	Mary Stanley wife John Evans			
			2	Annie " "			
		2 Amanda M. Daniel married J. Pete Stanley					
		1 Martin H. West					
		2 Martha M. West married Mary P. Elliott					
5 William West married Sally Johnson		3 Andrew West					
		4 Rachel West wife James P. Elliott					
		5 Lilla M. West " Wm. Sanders					
		6 Sophia N. West " A. M. Walton					
6 Mary West married Wm. Rhodes		James B. Lewis					
7 John West married Polly Burdick	1	James West					
	2	Charles West married	1	C. B. Everett			
			2	Sophie West			
				(Died without issue)			
	3	Andrew West	1	James Agnew			
	4	Melissa Ann West married James Agnew	2	Helen Agnew			
			3	John L. Agnew			
			4	Shirley Agnew			
			5	Robert Agnew			
	5	Eugenie West married Atty. S. Pierce		Had one child died after its mother - Father is Live			
8 Sophia N. West married Wm. Hardin Lewis	1	Elizabeth Lewis married Frederick W. Lutz	1	Charles Lutz			
			2	Annie Lutz wife ... Lewis			
			3	Alice Evelyn Lutz wife M. West			
			4	Annie Lutz wife Alb. Hoffman			
			5	Frances Abbie Lutz wife Jos Butler			
			6	Katherine Sophie Lutz married Batte	Edward Bates (minor) Emma Bates (minor)		
			7	Frederick L. ... Lutz			
	2	Martin Lewis married Lucinda Montgomery		Jackson Lewis			
	3	Wm. H. Lewis jr. married Millie Kizerbell	1	Wm. H. Lewis			
			2	George Lewis	(Died without issue)		
			3	Martin Lewis			
	4	Harvey Lewis married	1	James H. Lewis			
			2	Lorenzo Dow Lewis			
			3	Julia Anna wife Hiram Kelly			
			4	Wm. B. Lewis			
	5	Sarah Lewis wife of James Ridley					
	6	Mary " wife Sam Campbell					

Rapides	"	"	
Calcasieu	"	"	
"	"	"	
"	"	"	
Calcasieu	"	"	
"	"	"	
St. Landry	Pk	La	
"	"	"	
St. Landry	Pk	La	
St. Landry	Pk	La	
"	"	"	
Franklin	"	"	
St. Landry	Pk	La	
St. Landry	Pk	La	
"	"	"	
"	"	"	
St. Landry	Pk	La	
"	"	"	
"	"	"	
"	"	"	
Avoyelles	Pk	La	
St. Landry	Pk	La	
"	"	"	
"	"	"	
"	"	"	
Lafayette	"	"	
St. Landry	"	"	
"	"	"	
"	"	"	
"	"	"	
St. Landry	Pk	La.	
St. Landry	Pk	La.	
St. Landry	Pk	La.	
"	"	"	
"	"	"	
"	"	"	
St. Landry	Pk	La.	
"	"	"	
"	"	"	

Names of living decendants written in red ink.

Names of deceased decendants written in black ink.

Filed Dec 6/1901
R. J. Clark, Clerk

759 & 760 Original Petition in Suit No. 1391, "Entitled Laurent Arnaudet *vs.* A. C. Wilkins *et als.*," Marked "B 1."

The 18th Judicial District Court in and for the Parish of Acadia, State of Louisiana.

No. 1391.

The petition of Laurent Arnoudet, residing and domiciliated in the parish of Acadia, State of Louisiana, respectfully represents:

That he is the owner of the north one fourth of sect. 47, twp. 9 S. R. 2 west, and known as the Anthony Corkran tract of land, situated in the parish of Acadia, State of Louisiana.

Petitioner further represents: That on the 9th day of April 1901, he, in and through error and under a misapprehension and mistake, and through the fraudulent representations of one A. C. Wilkins, of the parish of Calcasieu, was induced and prevailed upon to execute a certain instrument of date of April 9th, 1901, purporting to have been passed before H. C. Wilkins, a notary public at Evangeline, in this parish, wherein and whereby he is made to appear thereby to have conveyed a lease to all of the minerals on and beneath the lands of your petitioner, for a period of ninety nine years to the said A. C. Wilkins, and in consideration thereof it is also made to appear that your petitioner had consented to receive one dollar and one cent per barrel for all oil turned out in any and all wells placed on the land aforesaid or a proportionate amount on minerals found there beneath, and to share in the enhanced value of the property of your petitioner to be caused by reason of said wells for oil development, for minerals found in the proportion of ⅞ to petitioner and ⅛ to the said A. C. Wilkins.

761 Petitioner further represents that he is a Frenchman, unlettered and incapable of understanding, still less speaking the English language; that said instrument signed by him and purporting to be a lease to the mineral rights and products found on his land had been executed by him without being read or interpreted to him by the said A. C. Wilkins, or any of the witnesses attesting to the same.

Petitioner further represents that had he been informed of the contents of the said instrument, which had already been written before same had been brought to him, he would not have signed same whereby he conveyed said lease under the terms thereof.

Petitioner further represents that said lease had been prepared of his presence by the said A. C. Wilkins, and he was sought by Wilkins, and without reading or explaining said lease in its terms and conditions, the said A. C. Wilkins, perverted the true ning and purport thereof, and through fraudulent misrepresenta- chicanery and machination, obtained the signature of your

petitioner to said instrument, and in fraud of your petitioner's reghts, and to his great and irreparable injury.

Petitioner further represents, that since the execution of said lease by him to the said A. C. Wilkins, the said A. C. Wilkins has transferred said mineral lease to S. A. Spencer & Co., a partnership in the parish of Calcasieu, doing business at Jennings in said parish, whereof he is a partner with S. A. Spencer, T. C. Mahaffey and I. D. L. Williams, all residing in the parish of Calcasieu—That the said partnership as well as the members thereof, were and are cognizant of all the facts herein, and hold and acquired the said lease aforesaid with full knowledge of all the frauds herein set out and committed by said Wilkins, and are transferrees and holders of said lease in bad faith.

762 Petitioner further represents that the said S. A. Spencer & Co., and the partners of said concern, are now endeavoring and in fact are trespassing upon his property, notwithstanding that your petitioner has notified the said A. C. Wilkins and the said S. A. Spencer and the members comprising said concern, that they are forbidden to exercise or attempt to exercise any rights under said purported lease, by boring any well for oil on his said premises or otherwise doing anything thereon, or in any manner interfering or molesting your petitioner in the free and peaceful enjoyment of his property aforesaid.

Petitioner alleges that notwithstanding his urgent remonstrance and his denial of the existence of said lease and his obligations to be bound thereunder for the reasons assigned and fully detailed herein, the said S. A. Spencer & Co., and the partners thereof, have trespassed on his premises, and are now putting up a derrick and other works on his property, in spite of your petitioner's remonstrance and objections, and are operating under said lease obtained in fraud and iniquitous dealings by said A. C. Wilkins, and deliberately and designedly perpetrated upon your petitioner, and through which there is being done your petitioner a great wrong, injustice and act contrary to good conscience. That under the facts herein stated, petitioner is entitled to a writ of injunction herein pending the hearing hereof. That said lease should be annulled and canceled, and declared null, void and of no effect, for the causes alleged herein.

Wherefore, petitioner prays that the premises being duly considered, that a writ of injunction herein issue according to law, directed to the said A. C. Wilkins, S. A. Spencer & Co., S. A. Spencer, T. C. Mahaffey, A. C. Wilkins and I. D. L. Williams, as partners or any person acting for or in behalf— them enjoining, restraining and prohibiting them and each of them from trespassing on petitioner's property, or from exercising any rights under said pretended contract of lease or from molesting or in any wise or

763 manner, interfering with your petitioner in the free, peaceful and uninterrupted possession and enjoyment of his property or from putting up a derrick or other works thereon pending this suit. That the said parties defendants, be cited to appear and an-

swer hereto and after due proceedings had, that there be judgment in favor of your petitioner and against the said A. C. Wilkins, S. A. Spencer & Co., and against S. A. Spencer, T. C. Mahaffey, A. C. Wilkins and I. D. L. Williams partners, annulling and setting aside said covenant of lease and declaring same to have been obtained and secured in fraud and against good conscience and fair dealings. That said injunction be maintained and perpetuated.

Petitioner prays for all such after orders and decrees as may be deemed proper and meet in the premises, and for all and general relief in the premises, and as he now prays, etc.

STORY & PUGH, Att'ys.

Laurent Arnoudet being duly sworn deposes and says that he knows the contents of the foregoing and that allegations therein contained are true and correct.

L. ARNAUDET.

Sworn to and subscribed before me this 29th day of October, 1901.

GUS. E. FONTENOT,
Notary Public.

Order.

Considering the foregoing petition, prayer and affidavit let a writ of injunction issue as prayed for, upon plaintiff furnishing bond in the sum of five hundred dollars conditioned according to law.

Thus granted at Crowley, La. October 30th, 1901.

C. DEBAILLON, Judge.

764 Filed Nov. 2/01
D. B. HAYES, D'y Clerk.

Rec'd on above $20.00
D. B. HAYES, D'y Clerk.

Bond, with Laurent Arnoudet as Principal and C. C. Duson as Surety, in the Sum of $500.00, to A. C. Wilkins and S. A. Spencer & Co., Marked "B 2."

STATE OF LOUISIANA,
Parish of Acadia.

18th Judicial Dist. Court, Parish of Acadia, Louisiana.

LAURENT ARNOUDET
vs.
A. C. WILKINS, S. A. SPENCER & CO., ET AL. } No. 1391.

Whereas on the 30th day of October, 1901, Laurent Arnoudet has obtained an order for a writ of injunction of the Honorable Conrad

Debaillon, judge of the 18th. district court, in and for the parish of Acadia, against A. C. Wilkins, S. A. Spencer & Co., a partnership, and against A. C. Wilkins, S. A. Spencer, T. C. Mahaffey and I. D. L. Williams as partners, enjoining, restraining and prohibiting them and each of them from trespassing on the property of Laurent Arnoudet on the north one fourth (¼) of section forty seven (47) township nine (9), south of range one (1) west, situated in the parish of Acadia, Louisiana, or from molesting or in any wise or manner interfering with his free peaceful and uninterrupted enjoyment of said property or from exercising any rights thereupon through themselves or through others in their behalf.

Now, therefore, we, Laurent Arnoudet, resident of the
765 parish of Acadia as principal and C. C. Duson, residents of the same parish as sureties in consideration of the premises set out in said petition granting said order and of the issuance of said injunction, hereby jointly and severally undertake to the said A. C. Wilkins and S. A. Spencer & Co., a partnership, A. C. Wilkins, S. A. Spencer, T. C. Mahaffey and I. D. Williams, as partners, in the sum of five hundred ($500.00) dollars; and promise to the effect that the said Laurent Arnoudet shall pay to the said A. C. Wilkins and the said S. A. Spencer & Co. and the said individual members of said partnership all damages that they may sustain by said injunction, if it be finally decided that the said Laurent Arnoudet was not entitled thereto.

Witness our hands this 31st day of Oct. 1901.

L. ARNOUDET.
C. C. DUSON.

Filed Nov. 2/01.

D. B. HAYES, D'y Clerk.

Writ of Injunction, Marked "B 3."

18th Judicial Dist. Court, Parish of Acadia, State of Louisiana.

LAURENT ARNOUDET
vs.
A. C. WILKINS, S. A. SPENCER & COMPANY, ET AL. } No. 1391.

The State of Louisiana to the defendants A. C. Wilkins, S. A. Spencer & Co., composed of S. A. Spencer, T. C. Mahaffey, A. C. Wilkins, and I. D. L. Williams, as partners, and the individual members thereof, Jennings, Calcasieu parish, Louisiana:

Whereas—Laurent Arnoudet has filed a petition in the district court of the parish of Acadia on the 29th day of Oct. 1901, praying among other things for a writ of injunction to issue according
766 to law against you and each of you or any persons acting for or on your behalf, enjoining, restraining and prohibiting you

and each of you from trespassing on petitioner's property, the north one fourth (¼) of section forty-seven (47) township nine (9) south of range two (2) west, known as the Anthony Cochran tract or from exercising any rights under a pretended lease of contract, or from molesting or from in any wise or manner interfering with the said Laurent Arnoudet in the fre-, peaceful and uninterrupted possession and enjoyment of said property or from putting up a derrick or other works thereon pending the hearing of this suit.

And it appearing from the petition, prayer and affidavit duly submitted and the proper and necessary bond of undertaking having been given and filed this 31st day of October, 1901.

Now, therefore, in consideration thereof and of the particular matters in said petition set forth, you, and each and every one of you are strictly commanded that until further orders of this court you, and each of you and each of your servants or other persons acting for you or on your behalf, or of persons acting under the authority, control and direction of you or either of you, do absolutely refrain and desist from, and are hereby enjoined, restrained and prohibited from trespassing on petitioner's property the north one fourth (¼) of section forty-seven (47) township nine (9) south of range two (2) west, known as the Anthony Cochran tract, parish of Acadia, La. or from exercising any rights thereupon under the pretended contract of lease, or from molesting or from in any wise or manner interfering with the said Laurent Arnoudet in the free, peaceful and uninterrupted enjoyment and possession of his property, or from putting up a derrick or other works thereon pending this suit; and this injunction you will observe under penalty of the law.

Witness the Honorable Conrad Debaillon, judge of the 18th judicial district court, parish of Acadia, Louisiana, this 2d. day of November, 1901.

R. T. CLARK,
Clerk of Court.

767 Received the within writ of injunction on the 2d day of November, 1901 together with six certified copies thereof on the 2d. day of November, 1901 and on the 5th. day of November, 1901 I served said copies by handing one of said copies to each of the within named defendants in person in Calcasieu parish, La. about 35 miles from the court house of said parish.

J. HARRIS, D'y Sheriff.

Ser.	$12.00
Mlge	4.90
	16.90

Ret. & filed November 9—1901
R. T. CLARK, Clerk.

768 & 769 18th Judicial Dist. Court, Probate Docket, Acadia Parish.

Estate of ANTHONY CORKRAN. No. 461.

Petition for Sale of Land, Marked "A."

Estate of ANTHONY CORKRAN. No. 117.

To the Honorable George King, judge of the parish of St. Landry:

The petition of the undersigned respectfully represent- that a tract of land belonging to the estate of Anthony Corkran deceased situated in the aforesaid parish & lying on Bayou Chicot, has been illegally sold at auction inasmuch as the sale was petitioned for by the widow of the said dec'd whom the undersigned consider totally incapable of managing her own affairs, that the same was sold without appraisement & without their knowledge—that they are heirs of the estate of the said deceased; that they protest against the proceedings of said sale, & desire that the same may not be admitted to record—they therefore pray that the aforesaid tract of land be appraised & resold according to law—and as in duty bound &c.

Opelousas, 23 Nov. 1818.

JOHN CORKRAN.
WM. BUNDICK.
JOHN McDANIEL.
her
CATHERINE x CORKRAN,
mark.
Widow McDaniel.
his
NATHANIEL x WEST.
mark.

Appraisement of Bayou Chicot Land, Marked " B."

770 STATE OF LOUISIANA, }
Parish of St. Landry. }

This day the twenty-second day of August in the year one thousand eight hundred and nineteen being thereto requested by the widow & heirs of Anthony Corkran deceased, I George King judge in and for the aforesaid parish have proceeded to the appraisement of a tract of land situated in the aforesaid parish, and lying in the settlement of Bayou Chicot, having eight arpens front by the depth of forty belonging to the estate of said deceased, and to the effect of said appraisement have appointed Celestin Lavergne and Dennis McDaniel as appraisers who after being sworn as the law directs, have appraised the said tract of land to be worth the sum of two dollars per arpen—the tract of land being the same confirmed to the deceased by commissioners' certificate marked B No. 1178—

In witness whereof the aforesaid widow & heirs and appraisers have hereunto signed with me the judge in presence of the subscribing witnesses at Opelousas this day and year above written.

CELESTIN LAVERGNE.
DENNIS McDANIEL.
JOHN CORKRAN.

Witnesses:
JAMES RAY.
ZITAL ESTILETE.

GEO. KING, P. Judge.

Sale of Bayou Chicot Land, Marked "C."

STATE OF LOUISIANA, }
Parish of St. Landry. }

This day the twenty-second of August in the year one thousand eight hundred and nineteen, being thereto requested by the widow and heirs of Anthony Corkran, deceased, I, George King, judge in and for the aforesaid parish have proceeded to sell at public
771 auction, a tract of land belonging to the estate of said deceased, situated in the settlement of Bayou Chicot, containing three hundred and twenty arepns more or less, being the same confirmed by commissioner's certificate marked B No. 1178—payable one half in the month of March next & the other in the month of March in the year one thousand eight hundred and twenty one, the purchaser giving security and the land remaining mortgaged until final payment and having first published the aforesaid terms of sale and Catherine Corkran, widow of John McDaniel deceased, being the highest bidder the said tract of land was adjudged to her for the price and sum of four hundred dollars—security for the payment of the purchase money Dennis McDaniel—it being understood that the above described tract of land is sold conformable to the rirle papers thereof and without guarantee as respects *to* the quantity—

In witness whereof the purchaser and her security binding themselves for the payment of the purchase money have hereunto signed together with the aforesaid widow and heirs in presence of the subscribing witnesses & before me the judge aforesaid at Opelouses the day and year first above written.

mark of
CATHERINE x CORKRAN,
Widow John McDaniel.
DENNIS McDANIEL.
JOHN CORKRAN.

Witnesses:
JAMES RAY.
CELESTIN LAVERGNE.

GEO. KING, P. Judge.

Filed April 7th, 1902.
D. B. HAYES, D'y Clerk.

772 11th District Court, Acadia Parish, La.

HENRY GELLERT
vs.
EUGENE HOUSSIERE ET ALS. } No. 474.

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773 For Defendants.

Certified Copy of Petition in Suit "Henry Gellert *vs.* Eugene Houssiere *et als.*," No. 474 of the Civil Docket, Acadia Ph., La., Marked "B 11."

To the honorable the 11th judicial district court in & for the parish of Acadia, State of Louisiana:

The petition of Henry Gellert, a citizen of & residing in the parish of Calcasieu with due respect doth show. That he is the true & lawful owner of a certain tract or parcel of land situated in the parish of Acadia on the west or right descending bank of the Bayou des Cannes being section forty seven (47) in township nine (9) south of range two (2) west and known as the claim of Anthony Corkran containing four hundred & eighty acres (480) more or less situated in the lower part of Mamou prairie. That he has been in the peaceable public notorious & open possession use & enjoyment of said land in good faith as owner for more than ten years last passed, cultivating improving and paying taxes upon the same & otherwise reaping from it the advantages of true & exclusive ownership & peaceable enjoyment. That some time in or about the month of November in the year 1892, Arthur Latreille, Eugene Houssiere, Arnaudet Laurent & Widow —— Houssiere (whose full name is to

your petitioner unknown) took forcible possession of said land against the protests & wishes of your petitioner & have built small cabins or houses on the same and deny the right of your petitioner in and to the same & disturb his use and enjoyment of the same & refuse to remove from said land & to allow your petitioner & his tenants & his laborers to exercise the right of ownership thereon. That your petitioner has often endeavored to discover the true names of said parties in order that he might proceed legally to compel them to move away from said land, by inquiry among the neighbors & by other means, that the said parties are French,
774 speaking little if any English, while your petitioner is a German & speaks no French & could therefore hold no direct conversation with them. That he has only succeeded lately and that by indirect means in finding out the names of said parties. And he reserves the right to amend this petition by correcting said names if incorrectly stated & by giving the full name of the widow Houssiere when he shall have learned the same.

Now your petitioner alleges that the said persons are all of them wilful & malicious trespassers upon said land without right or shadow of right to so usurp the ancient & peaceable possession of petitioner & that they have by running & measuring & marking lines & putting up corners & trying to enclose said land or parts thereof & by other acts & doings, damaged your petitioner *in solido* in the sum of five hundred dollars. That said land is well worth the sum of two dollars an acre more or — or a total sum of nine hundred & sixty dollars. The premises duly considered your petitioner prays that this petition may be duly served upon said defendants Arthur Latreille, Eugene Houssiere, Arnoudet Laurent & Widow —— Houssiere & that they be cited & required to answer same & that after due proceedings & legal delays your petitioner have & recover judgment in his favor and against the said defendants *in solido* for said sum of five hundred dollars damages & that he be quieted in the possession of said land & that said defendants be required to remove from the same with their cabins & any fences or enclosures they may have placed upon the same & cease to disturb petitioner in the quiet & peaceable enjoyment of the same and for all costs & for general relief.

(Signed) By his attorneys, J. L. BRADFORD.
PHILIP S. PUGH.

Filed Aug. 26/93.
(Signed) D. B. HAYES, D'y Clerk.

Filed June 25/1902.
R. T. CLARK, Clerk.

775 For Defendants.

Answer of Defendants in Suit "Henry Gellert *vs.* Eugene Houssiere *et als.*," No. 474, Civil Docket, Acadia Ph., La., Marked "B 12."

Dist. Court of Acadia.

HENRY GELLERT
vs.
EUGENE HOUSSIERE ET ALS. } No. 474.

Now into this hon. court comes defendants herein and for answer to plaintiff'- petition den*ies* all and singular the allegations contained therein except in so far as shall herein after be admitted. They specially deny that the plaintiff herein was ever or now is in the actual and open possession of the land herein claim- nor was he in such possession at the time of the alleged disturbance to wit: November, 1892. Your respondents now specially aver that on the 23rd. day of December A. D. 1893, they made application for the aforesaid *and* section forty seven in township nine (9) south of range two (2) east in accordance with the laws of the United States — relation to homestead entries and in vi-tue of said application they did in the month of November 1892 take possession of said land which was then open & in possession of no one. Your respondents now further allege that if said plaintiff ever was in possession, of said land which they specially deny it was only of a small portion thereof and as a mere trespasser. That said land was and is now public land subject to homestead entry by all citizens of the United States as will more fully appear on trial hereof. Your respondents now allege that the plaintiff herein has no title to said land in law or in fact and said plaintiff knew and now knows that said land is still public land. They further aver that this suit is malicious wanton and unwarranted in law and in fact and has caused your respondents damages in the sum of two hundred dollars each. That the plaintiff herein being if anything a mere trespasser as he fully knew for if he held title it was obtained in fraud, can
776 claim no possession, except such as he actually possessed.

Respondents deny specially that they have caused any damage whatever to the said plaintiff. Wherefore, they pray that plaintiff's suit be dismissed at his cost & that there be judgment in favor of your respondent- & against said plaintiff in the sum of two hundred dollars each & your respondents be quieted in possession of the aforesaid land & for general relief in the premises.

(Signed) By their att'y, R. LEE GARLAND.

Filed Oct. 19/93.

(Signed) R. T. CLARK, Clerk.

STATE OF LOUISIANA,
Parish of Acadia.

I, Dallas B. Hayes, deputy clerk in and for the parish and State above written, do hereby certify that the above and foregoing are true and correct copies of the pleadings on behalf of the plaintiff and defendants in the cause entitled "Henry Gellert *vs.* Eugene Houssiere *et als.*" of the civil docket of the district court of Acadia parish.

Witness my hand and seal of office at Crowley, La. this 26th day of March, 1902.

D. B. HAYES, D'y Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

777 For Defendants.

Answer of Defendants (Supplemental) in Suit "Henry Gellert *vs.* Eugene Houssiere *et als.*, No. 474, Civil Docket, Acadia Ph., La.," Marked "B 13."

No. 17.

11th Judicial District Court of La.

HENRY GELLERT
vs.
EUGENE HOUSSIERE. } No. 474.

Now into this hon. court comes the defendants herein and respectfully ask to supplement their original answer herein filed in this to-wit. They aver that they have each made improvements, emelioration upon the property claimed by plaintiff herein consisting of fencings, constructions of levee, rice house and residents and *others* other out houses which give and increase-valuation — each defendant's improvements in the sum of two hundred and fifty dollars making an aggregate increase in the value of such land due to such improvements placed thereon by said defendant-, in the sum of one thousand dollars or two hundred and fifty dollars for each defendant. Your respondents aver that in locating on the land in question they did so under the *bona fide* belief that the same was public land subject to homestead entry. And that in the event that said land be decreed to belong to plaintiff herein and *be* entitled to the possession thereof, respondents are entitled to the re-imbursement of the amount of improve-

ments placed on said land by them which has given and increased valuation to the same of one thousand dollars as above set forth. They therefore pray in addition to their original answer that should the court decree said property to belong to said Gellert & *be* entitled to possession of same which they deny, that they have judgment for the sum of one thousand dollars or two hundred and fifty dollars for each defendant for the increase- valuation given
778 to said property by reason of the improvements placed thereon by respondents, and that said amounts be ordered paid by said plaintiff before he can take possession of said land or made executory against said property. They pray as original answer & in the alternative *or* herein above set forth & for general relief in the premises.

(Signed) By their att'y, R. LEE GARLAND.

Filed Nov. 9 / 96.

(Signed) R. T. CLARK, Clerk.

Filed June 25 / 1902.

R. T. CLARK, Clerk.

For Defendants.

Judgment of District Court in Suit Henry Gellert *vs.* Eugene Houssiere *et als.*, No. 474, Civil Docket, Acadia Ph., La., No. 17, Marked "B 14."

11th District Court, Acadia Parish, Louisiana.

HENRY GELLERT
vs.
EUGENE HOUSSIERE ET ALS. } No. 474.

This case having been regularly fixed for trial, was taken up and tried at the last term of this honorable court, and by consent the judgment was rendered in open court at this term of court.

This is a possessory action in which the plaintiff sues for the possession of the following described property situated in the parish of Acadia to wit: on the west or right descending bank of the Bayou des Cannes being section forty seven (47) in township nine (9) south of range two (2) west of Louisiana meridian & known as the claim, of Anthony Cockran, containing four hundred and eighty acres (480) more or less situated in the lower part of Mamou prairie and the defendants claim to be possessed in good
779 faith and reconvene for the value of their improvements. And it appearing from the law and evidence that plaintiff

has fully proved that he is entitled to the possession of the above described property, and the law & the evidence further showing that Eugene Houssiere, Adrienne Defeux, the Widow Houssiere, Arthur Latreille & Laurent Arnaudet were possessed in good faith of the land actually occupied by them.

It is therefore ordered, adjudged and decreed that plaintiff do have and recover judgment against the defendants and be decreed entitled to recover possession of the land above described in the following manner to-wit: That as to the portions actually enclosed by each of the defendants no delivery can be made until -he plaintiff has paid to said defendants the following amounts to-wit: To Mrs. Adrienne Dufeux widow Houssiere the sum of one hundred dollars; to Eugene Houssiere two hundred dollars; to Arthur Latreille two hundred dollars; to Laurent Arnoudet two hundred dollars; these being the respective values of the improvements placed by each of the defendants upon the different tracts of land actually enclosed by them, & possession of the remainder of the land at once.

It is further ordered that upon plaintiff paying said sums he shall be entitled to recover possession of the land actually enclosed by defendants as well as the improvements placed thereon by them— and that he be further ordered to be placed in actual possession of the same.

It is further ordered that the right of plaintiff to sue for rents and revenues from date of this suit be reserved.

It is further ordered that defendants pay all costs of this suit.

Thus done & rendered in open court at Crowley, La. this 2d. day of January, A. D. 1895.

Read & signed in open court at Crowley, La. this 19th day of January, 1895.

W. C. PERRAULT,
Judge 11th Jud. Dist. La.

780 Filed Jan'y 19/95.

R. T. CLARK, Clerk.

Duly recorded Jan'y 29/97 in Mortgage Book No. 7 on pages 30 & 31, records of the parish of Acadia, La.

Witness my hand and seal of office at Crowley, La. this 29th day of July, 1897.

D. B. HAYES, D'y Clerk.

Filed June 25/1902.

R. T. CLARK, Clerk.

For Defendants.

Judgment of Court of Appeals in Suit, Henry Gellert *vs.* Eugene Houssiers, No. 474, Civil Docket, Acadia P'h, La., No. 17, Marked "B 15."

Court of Appeals, 3rd Circuit, Parish of St. Landry.

HENRY GILLERT
vs.
EUGENE HOUSSIERE ET ALS. } No. 220.

Transferred by consent from Acadia.

This is a possessory action coupled with a demand for damages in which plaintiff avers—

That he is the true and lawful owner of a tract of land situated on the Bayou Canne in the parish of Acadia containing 480 acres more or less and being section 47 in T. 9 S. R. 2 west—that he has been in the peaceible and public possession and use of said land, in good faith as owner thereof for more than ten years past cultivating the same and paying taxes thereon. That about the month of November 1892 defendants took forcible possession of said land against peti-
781 tioner's consent and have constructed small cabins on the same & deny petitioner's right of use of his land and refuse to remove said cabins or houses from the same—that defendants are wilful and malicious trespassers upon said land and have by their various unlawful acts damaged him in the sum of $500.

He prays for judgment against defendants *in solido* for $500 damages—that he be quieted in the possession of said land and defendants required to remove their improvements therefrom and to cease disturbing him in its quiet and peaceable enjoyment.

Defendants answered by a general denial. They specially deny that plaintiff was ever in the actual and open possession of the land or that he was in such possession at the date of the alleged disturbance—November 1892.

They aver further that on the 23d of December 1893 they made application for said land in accordance with the homestead laws of the United States, in virtue of which application they took possession of said land in November 1892 which was then open and in the possession of no one. That if plaintiff ever was in possession of any part of this land it was a small portion thereof and as a trespasser—said land being public land and subject to homestead entry by all citizens.

They further plead that plaintiff was without title in law or fact to said land and knew then and now that the same was public land.

Averring that the suit is malicious and unwarrantable they demand of each defendant $200 as damages therefor—that plaintiff's

demand be rejected and they be quieted in their possession of the land. They subsequently filed an amended and supplemental answer setting up a reconventional demand for improvements and prayed in event plaintiff be adjudged the lawful possessor, that they have judgment for these improvements in the sum of one thousand dollars and be allowed to retain possession of said land until payment of said amount.

782 Upon the trial of the issues as thus presented, there was judgment maintaining plaintiff's right to possession of the land in dispute, but decreeing defendants entitled, in reconvention for improvements, to recover of plaintiff an aggregate sum of $750 and allowing them to retain possession until payment thereof, they being adjudged to be possessors in good faith. From this judgment the plaintiff has appealed.

We agree with the finding of the lower court as to that part of the judgment in which plaintiff is held to be entitled to recover possession of the land. The evidence warrants that conclusion and the defendants make, before this court, no complaint of the judgment but in effect ask in their brief that it be affirmed.

The only question involving doubt is whether the defendants were in possession of the land in good or bad faith.

The reasons assigned by the dist. judge in holding them to be possessors in good faith are—that the land was nearly all open and uncultivated and was believed to be public land, and at the time of the alleged trespass the plaintiff's title was not of record in the parish of Acadia, that this was defendants' belief and it was further fortified by the fact that Geo. O. Elms, a surveyor and land lawyer of large experience in matters relating to public lands and homestead entries, so informed them and at his instance and under his advice as their lawyer, they went upon the land, making application for entry thereof under the firm belief that they were lawfully and rightfully thereon, and did not discover that parts of the tract were in possession of plaintiff's tenants until a survey thereof was made at their instance some time after their entry thereon.

Conceding, for sake of the argument, that the facts bearing on the question of defendants' good faith, be as thus stated, we fail to see that they justify the conclusion drawn.

783 Supposing it true that a small part of the land was occupied by plaintiff and a large part uncultivated, the law did not require plaintiff in order to take possession to pass over every part of the land; it is sufficient if he enters on and occupies a part of the land provided it be with the intention of possessing all that is included within the boundaries—C. C. 3437.

Of plaintiff's possession in part defendants were made aware by the survey when they went on the land.

In regard to the failure of plaintiff to record his title in Acadia it is equally well settled that his title is not affected by that fact. In the case of School Board *vs.* Edrington, 40 An. 633—it is held that "The right of a proprietor of real property evidenced by the registry

of the conveyance thereof in the proper book, and the proper office, in the parish where it is situated at the time, is not affected by the incorporation of it into a new parish, and "no additional registry in the new parish is necessary in order to preserve its effect." The registry of plaintiff's title in St. Landry therefore was notice to defendants and they must be held bound thereby whatever may have been said to them by their attorney, and however true it may have been that, as a matter of actual fact, they were not aware of plaintiff's title until the survey.

Nor does the statement, if true, that everybody in that section considered the tract public land, afford defendants any relief. The register & receiver at New Orleans were the proper officials to apply to for information upon that subject, a fact, it must be presumed, was within defendants' knowledge, and it was plainly their duty before incurring expenses for improvements to have made proper inquiries then as to whether the tract was open to private entry. Upon inquiry then they would have found that the land was not part of the public domain and as such open to homestead entry. Having it within their power to ascertain this fact and being held to notice of plaintiff's outstanding title of registry in the proper office, can they be deemed to be possessors in good faith—we think not.

Art. 503 C. C. provides that—"He is a *bona fide* possessor,
784 who possesses as owner by virtue of an act sufficient in terms to transfer property,—the defects of which he is ignorant: He ceases to be a *bona fide* possessor from the moment these defects are made known to him or are declared to him by a suit instituted for the recovery of the thing by the owner—"

No one can legally claim to be ignorant of a fact it was his duty and within his power, to ascertain, nor can any one justly claim to be ignorant of an adverse title of record in the proper office & place, to a tract of land he desires to acquire.

Defendants must be held, in our view, to have been aware, before going upon this land, of these two facts—1st. That the tract was not open to entry and 2d the existence of the adverse outstanding title of pl'ff and hence of the defects of their title or right of possession.

If a possessor ceases to be in good faith upon discovery of such defects *a fortiori* is he a possessor in bad faith when before taking possession of an immovable he is made aware of his want of legal right to do so.

Our conclusion is therefore that defendants were possessors in bad faith and as such not entitled to reimbursement for improvements. It is only the possessors in good faith who can recover from the true owner the value of ameliorations inseparable from the soil. 12 An. 545.

In this same case it is also held that—"A mere settler, even with the hope of pre-emption, until he actually makes his entry has no title and improvements made by him on public land are presumed to be for his own benefit and at his own risk."

The defendants herein are mere settlers with a vain hope of home-

steading and are no more entitled to payment for improvements than were the settlers having a hope of prëemption in the case quoted—and they must be presumed to have made their improvements for their own benefit and at their own risk.

There was a motion filed by defendants' counsel to dismiss
785 the appeal for want of jurisdiction *ratione* material but abandoned it upon its oral argument before the court.

Our conclusion therefore, after a thorough examination of the case and briefs of counsel, is, that there is error in that part of the judgment of the lower court awarding any compensation to defendants as possessors in good faith for their improvements on the land in contest and in decreeing that they be retained in possession until payment of the same and that in other respects it is correct.

It is therefore ordered and decreed that the judgment of the district court be so amended as to strike out & disallow the reconventional demand of defendants for the value of improvements placed on the land and permitting a retention of possession by them until payment of amount allowed, but reserving to each of the defendants the right to remove any constructions and improvements they have respectively placed on the tract and that as thus amended the judgment be affirmed, defendants to pay all costs.

Filed June 14/95.

H. E. ESTORGE, D'y Cl'k.

Filed June 25/1902.

R. T. CLARK, Clerk.

Appeal Bond, Marked 17.

THE STATE OF LOUISIANA,
Parish of Acadia.

Know all men by these present-, that we Corkran Oil and Development Company, (a corporation) as principal and John A. McAyeal and J. Frankel of parish of Acadia as security are held and firmly bound unto R. T. Clark, clerk of district court 18 jud'l D. C. heirs, executors, administrators and assigns in the sum of seven hundred and fifty ($750.00) dollars, and for the payment whereof, we bind ourselves, our heirs, executors and administrators firmly by
786 these presents. Dated the 3rd day of September A. D. nineteen hundred and two.

Whereas, the above bounden Corkran Oil and Development Company have taken a devolutive appeal from a certain final judgment rendered against it in the district court in and for the parish of Acadia, in favor of Laurent Arnaudet, Arthur Latreille *et als.* in suit No. 1405 — the docket of said court entitled Corkran Oil and Development Company *vs.* Laurent Arnoudet, Arthur Latreille *et*

als. returnable to the supreme court, State of Louisiana, 4th Monday of Sept. 1902.

Now, therefore, the condition of the above obligation is such that if the said Corkran Oil & Development Company shall prosecute this devolutive appeal, and shall satisfy whatever judgment may be rendered against it or if the same shall be satisfied by the proceeds of the sale of its estate real and personal, if it be cast in the appeal, then and in that case the above obligation to be null and void, otherwise the said securities shall be liable in their place.

Clerk's office, district court, parish of Acadia.

JOHN McAYEAL.
J. FRANKEL.
CORKRAN OIL & DEVELOPMENT CO.,
Per C. C. DUSON, Pres't.

Filed Sept. 3rd, 1902.
R. T. CLARK, Clerk.

18th District Court, Acadia Parish, La.

CORKRAN OIL & DEVELOPMENT CO. *vs.* OAURENT ARNOUDET ET AL. } No. 1405.

It is hereby agreed that all maps and plats, as also Senate executive document No. — offered in evidence on the trial of this
787 cause in the district court, shall be embodied in their original form in the transcript of appeal in this cause.

Crowley, La., September 10th, 1902.

P. J. CHAPPUIS,
G. L. DUPRE,
For S. A. Spencer & Co. & Individual Members.
D. CAFFERY & SON,
SULLY MARTEL,
(Per P. J. CHAPPUIS,)
For L. Arnoudet *et al.*
KENNETH BAILLIO,
E. B. DUBUISSON,
STORY & PUGH,
Per PUGH.
J. E. BARRY,
Curator *ad Hoc* — Stevens, Dyer and Keever.
ROB'T MONTGOMERY,
Curator *ad Hoc* for J. C. Beatty and S. M. Scott.
LEWIS & SMITH.

Filed Sept. 10/1902.
R. T. CLARK, Clerk.

STATE OF LOUISIANA,
Parish of Acadia.

I, Raymond T. Clark, clerk of the eighteenth judicial district court in and for the aforesaid parish and State, do hereby certify that, the above and foregoing seven hundred and forty seven (747) pages in two volumes contain a true and correct transcript of all proceedings had, documents filed, and evidence adduced on the trial of the cause entitled "Cockran Oil & Development Co. *vs.* Laurent Arnaudet *et als.*" No. 1405, civil docket of said court.

788 Save and except item No. 13 on note of evidence being copy of act or power of attorney, party offering it failed to file same.

Witness my hand and seal of office at Crowley, La., this 12th day of September, A. D. 1902.

[SEAL.] (Signed) R. T. CLARK, Clerk.

834. Public lands. (1813.)

Return of Certificates for July, 1811—Continued.

No.	Date.	Name of person under whom lond was claimed.	In whose favor issued.	Nature of claim.	Situation of land.		Superficial.		Remarks.
					County.	Water course.	Number of acres and hundredths.	Arpents and hundredths.	
B 1151	July 12.	John Corkran....	John Corkran....	Settlement...	Opelousas.....	Bayou Cannes.....	640	752 27	

STATE OF LOUISIANA,
Parish of St. Landry. }

I, Henry E. Estorge, clerk of court in and for the said parish and State do hereby certify that the above and foregoing is a true and correct extract from page 834 of the American State Papers, class VIII, Public Lands volume II, selected and edited by Walter Lawre and Walter S. Franklin, published by Gales and Seaton, and that said volume is in my possession.

Given under my hand and seal of office at Opelousas, La., this fourteenth day of February A. D. 1903.

[SEAL.] (Signed) H. E. ESTORGE,
Clerk of Court.

517

Plat of the Claim
of
Anthony Cockran
Act of Cong. Feb 10th 1897
in
Section 41 T 9 S R 2 We
South Western district
Louisiana. 580. 90 acres

(790).

C. (copy of patent plat made in favor of the claim of Anthony Cockran, as a basis of patent)

Scale: 40 chains per Inch. Variation of the needle 7-44' East.

The above plat represents the survey of the private land claim of Anthony Cockran embraced in Senate Ex. Doc. No 111, 46th Cong. 2d session, and confirmed by the Act of ——— February 10th 1897 entitled "An Act to quiet title and possess with respect to certain unconfirmed and located private land claims in the State of Louisiana". ———

———

——— the following being a description of the survey taken from the approved field notes of P.A. Thibodeaux, Deputy Surveyor:

Beginning at A the upper front corner of this claim on the right bank of Bayou Des Cannes and lower front corner of the claim of John Mc Daniel, post, Pecan 10in S.18 W. 41 lks. Tupelo Gum 4 ft. S.87 E. 14 lks. Thence with the traverse down the right bank of Bayou Des Cannes S.19 W. 3.50 chs., S.18 E. 3.00 chs. S.59 E. 4.60 chs. S.45 E. 2.00 chs., N.76½ W. 2.00 chs., N.68½ W. 4.30 chs, N.88½ W. 4.10 chs, S.53 W. 1.70 chs., S.16 E. 3.30 chs., S.22 E. 5.40 chs. S.44 E. 1.70 chs. S.31½ E. 6.70 chs., S.82½ E. 2.00 chs., N.58 E. 3.00 chs., N.88 E. 2.00 chs., S.20 E. 5.60 chs., S.27½ E. 8.40 chs., S.74 W. 3.70 chs., S.49 W. 4.90 chs. S.3 W. 4.00 chs., S.47½ E. 2.70 chs., S.77 E. 5.80 chs., S.53½ E. 2.80 chs., S.62 W. 3.20 chs., S.77½ W. 5.00 chs., S.54½ W. 2.50 chs., S.19 W. 3.00 chs., S.21½ E. 2.50 chs. to B the lower front corner of this claim and upper front corner of the claim of George King, post Tupelo Gum 3½ ft with a very old ≡ and in edge of Bayou N.58½ E. 62 lks., Ash 8in S.59½ E. 31½ lks. Persimmon 4in N. 47¾ E. 5 lks. Thence the lower side line of this claim and upper side line of the claim of George King N.81 W 39.50 chs. to prairie on the South brs. S.63½ W and timber on the north of line, 40.30 chs. leave timber and enter prairie brs. N. & E. 106.90 chs. to the upper back corner of the claim of George King, Mulberry post, a charred chored cypress stake on the west of post, raised a mound, 111.77 chs. to C the lower back corner of this claim as common to it and section 41, Mulberry post on the west of which set a C.C. Cypress stake dug 4 pits and raised a mound. Thence on the back line of this claim between it and section 41. N.6½ W. 34.50 chs. to line between sections 46 & 41. Mulberry post on the west of which set a C.C. Cypress stake dug 4 pits and raised a mound, 48.40 chs. road brs. North to fary and south to near Julian Goth's house, 51.38 chs. leave open prairie and enter rea field, 56.95 chs. to D the upper back corner of this claim and lower back corner of the claim of John Mc Daniel, Sassafras post west of which sets a C.C. Cypress stake and dug four pits. Thence on the upper side line of this claim and lower side line of the claim of John Mc Daniel S.8 E. 2.23 chs. leave rea field & small pond and enter open prairie, 3.17 chs. road brs nearly N. & S., 24.27 chs. grove of Oaks about 2 chs. South and about 5 chs. wide, 47.27 chs. leave prairie and enter timber brs. nearly N. & S., 75.77 chs. leave highland and enter slough water 3 ft. deep. 81.27 chs. leave slough runs south and enter highland, 86.77 chs. leave highland and enter slough previously noted runs North. 95.77 chs. leave slough and enter highland. 100.52 chs. leave old ruins of a cabin, 101.77 chs. leave highland and enter deep swamp 111.77 chs to A the place of beginning.

PLAT OF THE CLAIM OF ANTHONY COCKRAN ACT OF CONG FEB. 10th, 1897.

2.50 chs. to B the lower front corner of this claim and upper front corner of the claim of George King, post Tupelo Gum 3½ ft with a very old ± cmd in edge of Bayou N. 58¾ E. 62 lks., Ash 8in S. 59½ E. 31½ lks. Persimmon 4in N. 47¾ E. 5 lks. Thence the lower side line of this claim and upper side line of the claim of George King N. 81 W 39.50 chs. to prairie on the South brs. S. 63½ W and timber on the North of line, 40.30 chs. leave timber and enter prairie brs. N. & E., 106.90 chs. to the upper back corner of the claim of George King, Mulberry post, a charcoal charred cypress stake on the west of post, raised a mound, 111.77 chs. to C the lower back corner of this claim as common to it and section 41, Mulberry post on the west of which set a C.C. Cypress stake dug 4 pits and raised a mound. Thence on the back line of this claim between it and section 41. N. 6½ W. 34.50 chs. to line between sections 46 & 41. Mulbery post on the west of which set a C.C. Cypress stake dug 4 pits and raised a mound, 48.40 chs. road brs. North to ferry and south to near Julian Goth's house, 51.38 chs. leave open prairie and enter rice field, 56.95 chs. to D the upper back corner of this claim and lower back corner of the claim of John Mc Daniel, Sassafras post west of which sets a C.C. Cypress stake and dug four pits. Thence on the upper side line of this claim and lower side line of the claim of John Mc Daniel S. 8 E. 2.23 chs. leave rice field & small pond and enter open prairie, 3.17 chs. road brs nearly N. & S., 24.27 chs. grove of Oaks about 2 chs. South and about 5 chs. wide, 47.27 chs. leave prairie and enter timber brs. nearly N. & S., 75.77 chs. leave highland and enter slough water 3 ft. deep. 81.27 chs. leave slough runs south and enter highland, 86.77 chs. leave highland and enter slough previously noted runs North. 95.77 chs. leave slough and enter highland. 100.52 chs. leave old ruins of a cabin, 101.77 chs. leave highland and enter deep swamp 111.77 chs to A the place of beginning.

PLAT OF THE CLAIM OF ANTHONY GORMAN ACT OF CONG FEB. 10th, 1897.

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being Section No 47 in Township No. 9 South. of Range No. 2 West in the South Western district Louisiana, containing 580 acres and 90 hundredths of an acre.

Surveyor General's Office,
New Orleans, La, October 30, 1897.

Examined and approved:
(sign) Chas. H. Dickinson
Surveyor General, Louisiana.

(over)

518 PLAT SHOWING CLAIM OF ANTHONY CORKRAN.

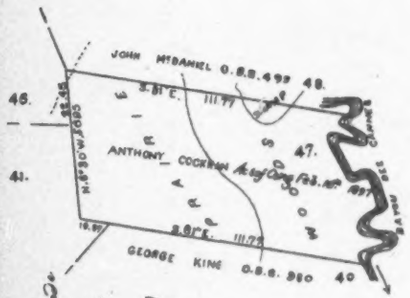
Duplicate sent to the Gen. Land Office October 30. 1897.
Triplicate " " " Register's " October 30. 1897.

Original

T. 9 S. R. 2 W. South Western Dist. La.

TABLE OF CONTENTS.

Sec. 47 ANTHONY COCKMAN Act of Cong Feb 10th 1897 380.00 Acs.



B.

Copy of diagram is made on Commissioner's letter dated March 8th 1897 (1111)

Surveyor General's Office
New Orleans. La. October 30. 1897

The above diagram has been prepared in accordance with instructions contained in Commissioner's letter dated March 8. 1897 to represent the claim of Anthony Cockran embraced in Senate Ex. Doc No 111. 46th Congress, 2d session and confirmed by the Act of February 10th 1897, and is hereby approved

(Signed) Chas. H. Dickinson
Surveyor General. La

(791)

519

PLAT OF CLAIM OF ANTHONY COCKRAN ON THE BAYOU CANE FOR 640 ACRES.

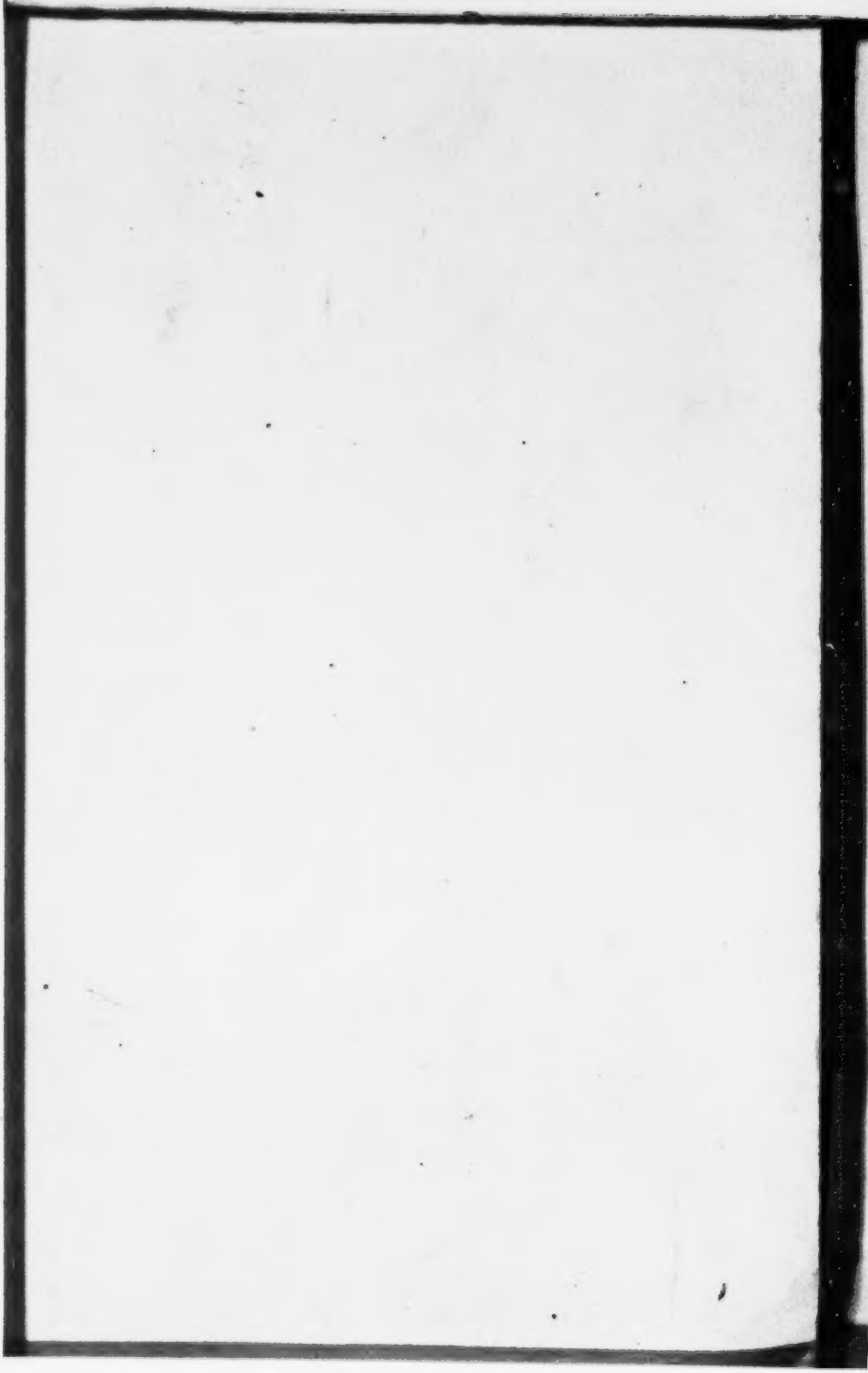
Meander of the within Page 745
Claim from D to A
N 148 & claims
N 55 & 11
N 10 W 5
West 6
N 28 W 9
N 48 & 8.60
N 47 W 9
West 8
N 41 W 10
N 11 W 7
N 38 & 4
85.60

Anthony Cockran - claim
on the Bayou Cane for
640 acres
Recorded in Book
6 page 410

Sect No 47 T 9 S. R 2 W
S. W. District La

Plat 990

(792)

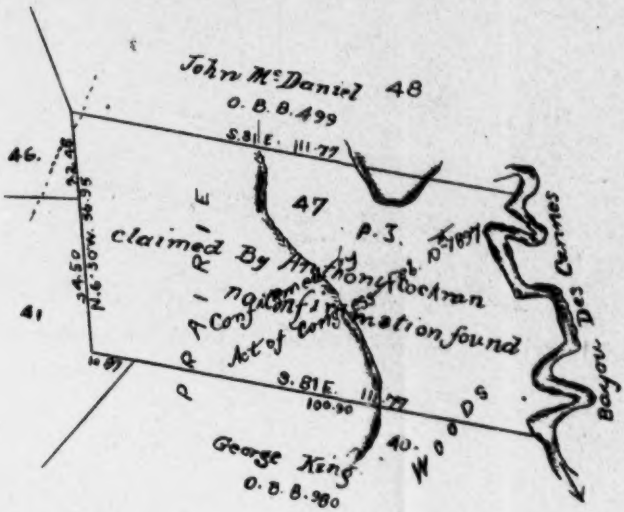


EXTRACT FROM TOWNSHIP MAP APPROVED APRIL 26- 1875.

N

(Extract from tp map app April 26' 1875)

T. 9 S. R. 2W (South Western Dist. La.

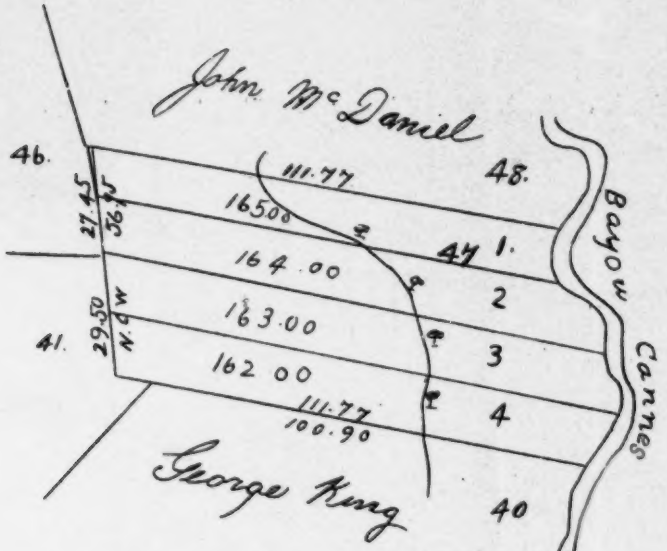


Surveyed by P. A. Thibodeaux D.S. in 1875 under contract No. 1 dated June 20" 1872 and Special instructions of November 13. 1874. Var. 7°44' East.

EXTRACT FROM TOWNSHIP MAP MADE ACCORDING TO THE SURVEY OF 1816

A Extract from Township map made according to the Survey of Joseph Conn D.S of 1816)

T. 9.S. R. 2.W. South Western Dist. La.



claimed by the Legal Repr of Anthony Octron
No confirmation or entry thereof found Sec 47 - Acres 640.00

TOWNSHIP LINE BETWEEN T. 5 S. R. 1 E. AND CONNECTION OF 25.00 AND 046 IN T. 4 S.R.1 E.

South Western Dist. La.

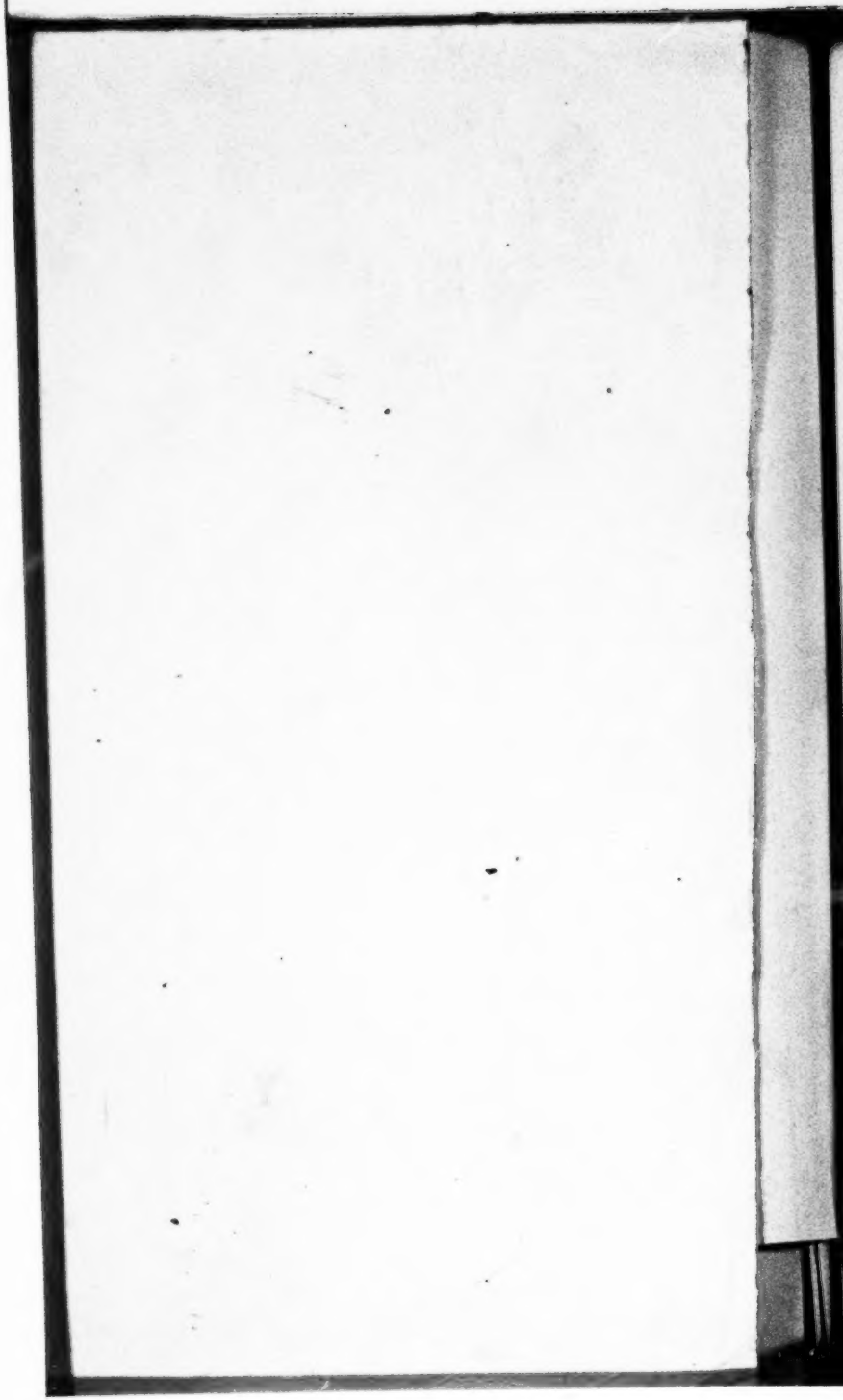
Township line between T. 5 S. R. 1 E and connecting of 25.00 and 0.46 in in T. 4 S R 1 E. were surveyed by James L Bradford DS. in 1876; Var 8° East
The balance was surveyed by A. G. Phelps DS in 1851
Var. 8° 40' E

Surveyor General's Office
New Orleans La. Februsby 16th 1876

I certify this sketch to be a correct extract from the records on file in this office.

Surveyor General.

FOLD-OUT IS TOO LARGE TO BE FILMED



797 **Prayer for Amendment of Judgment.**

Supreme Court of Louisiana.

18th Judicial District Court, Parish of Acadia, State of Louisiana.

COCHRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS.

Robert Montgomery, curator *ad hoc* for the absent defendants J. C. Beatty and S. M. Scott, in the above styled and number- cause, prays the amendment of the judgment appealed from so as to allow the said curator *ad hoc* two hundred and fifty dollars, as compensation for services rendered in said cause to said absentees, as shown by the evidence in the record, page —.

(Signed) ROBERT MONTGOMERY,
Curator *ad Hoc.*

(Endorsed:) No. 14,593. Supreme court of Louisiana Cochran Oil & Development Co. *vs.* Laurent Arnaudet, Arthur Latreille, *et als.* Prayer for amendment of judgment. Filed Oct. 4, 1902 (Signed) T. McC. Hyman, clerk.

Assignment of Errors.

Supreme Court of Louisiana, N. O. Term.

COCHRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, LATREILLE, ET ALS. } No. 14593.

Now comes plaintiff and appellant in above cause into open court, and in addition to the points made in argument in the lower court, and argued again before this court in the briefs on file, and without waiving same, now respectfully suggests to this court, that in the judgment of the lower court, article 233 of the constitution of the State of Louisiana of 1898, adopted May 12, 1898, is
798 given the effect of validating a certain tax sale to Henry Gellert, of date Dec. 27, 1882, of a certain property at that time belonging to the Government of the United States and never segregated from the public domain—being the property in contest in this suit—; that said article 233, if it be held as having such effect is unconstitutional, illegal, null and void, being violative of article , of the amendments to the Constitution of the United States, which provides that no person shall be deprived of property without due process of law.

Wherefore, in addition to the points argued and relied upon, in the lower court, and without wa-ving same but on the contrary reaffirming same, respectfully suggest to this court, that said article 233, in so far as it be held to validate said tax-sale of Dec. 27, 1882, or to debar and preclude the action of plaintiff herein is violative of aforesaid article of the Constitution of the United States, and so, null and void, and they pray as in their original petition herein, for costs, and for the annulment and reversal of the judgment of the lower court herein, and for judgment in favor of petitioner and appellant, and for all and general relief, and as in duty bound, will ever pray.

(Signed) STORY & PUGH,
(Signed) E. B. DUBUISSON,
(Signed) KENNETH BAILLIO,
Att'ys for Pl'ff & Appellant.

(Endorsed :) No. 14,593. Supreme court of Louisiana. Cochran Oil and Development Co. *vs.* Laurent Arnaudet, Latreille, *et al.* Assignment of errors. Filed February 11, 1903. (Signed) T. McC. Hyman, clerk.

799 Motion to Strike Out.

Supreme Court of Louisiana.

CORKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, LATREILLE, ET AL. } No. 14593.

Now into court, through undersigned counsel, come Laurent Arnaudet, Arthur Latreille, Eugene Houssiere, and Wm. M. Fitzhugh, through undersigned counsel, who move that the pleading filed herein by the plaintiff on Feb'y 11, 1903, endorsed "Assignment of errors" and attacking the constitutionality of article 233 of the constitution of this State, as depriving it of due process of law, be ordered stricken from the record and the files of this court, on the ground that said pleading cannot be entertained here, being an original plea, which, under the law and practice of this State must be pleaded in the trial court in order to be considered here.

See articles 895, 902 of the Code of Practice; Spies *vs.* Illinois, 123 U. S., 181; Baldwin *vs.* Kansas, 129 U. S., 57.

Wherefore movers pray*s* that said pleading be ordered stricken from the record, and the files of the court, and for general and equitable relief.

(Signed) D. CAFFERY & SON,
(Signed) J. SULLY MARTEL,
Attorneys.

(Endorsed:) No. 14,593. Supreme court of Louisiana. Cochran Oil & Development Co. *vs.* Laurent Arnaudet, Latreille, *et al.* Motion to strike out. Filed 14, Febr'y 1903. (Signed) T. McC. Hyman, clerk.

800 Continuance.

NEW ORLEANS, TUESDAY, February 17, 1903.

The court was duly opened, pursuant to adjournment.

Present: Their honors Francis T. Nicholls, chief justice, Joseph A. Breaux, Newton C. Blanchard, Frank A. Monroe, Olivier O. Provosty, associate justices.

COCHRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 14593.

This case was ordered by the court to be continued until tomorrow, Wednesday, the 18th instant.

Cause Submitted.

NEW ORLEANS, WEDNESDAY, February 18, 1903.

The court was duly opened, pursuant to adjournment.

Present: Their honors Francis T. Nicholls, chief justice, Joseph A. Breaux, Newton C. Blanchard, Frank A. Monroe, Olivier O. Provosty associate justices.

COCHRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 14593.

This cause came on this day to be heard and was argued by counsel Mr. Kenneth Baillio opened for the plaintiff and appellant, and was followed by Mr. Edward Benjamin Du Buisson on the same side and Mr. Donelson Caffery and Mr. Thomas Hardeman Lewis replied on behalf of the defendants and appellees. The court then took the cause under advisement upon the briefs for the parties in interest and the papers now on file.

801 Judgment and Opinion of the Court.

NEW ORLEANS, TUESDAY, November 3, 1903.

The court was duly opened, pursuant to adjournment.

Present: Their honors Francis T. Nicholls, chief justice, Joseph A. Breaux, Frank A. Monroe, Olivier O. Provosty, associate justices.

His honor, the chief justice, pronounced the opinion and judgment of the court in the following case:

802 COCKRAN OIL AND DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 14593.

Appeal from the 18th judicial district court for the parish of Acadia.

Statement of the Case.

NICHOLLS, *C. J.*:

The plaintiff in its petition alleged itself to be the owner of *section forty seven* (47) *township nine* (9) *south of* range two (2) west Louisiana meridian containing five hundred and eighty 90/100 acres more or less; that said land was claimed by Anthony Corkran (otherwise spelt Cockran) during his lifetime and after his death was claimed by his heirs whose names they set out and said claim, known as the "Corkran grant" was finally confirmed to the heirs and legal representatives of said *Anthony Corkran* by private act of Congress entitled "An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana," approved February 10th 1897, and in pursuance to which a patent was thereafter issued to the said heirs and legal representatives of the said Anthony Corkran of date—and which patent or a copy thereof would be produced on the trial. The plaintiff then set out the manner by which it acquired title giving the names of a great number of persons and their residences, heirs of Anthony Corkran. It alleged that Anthony Corkran was married to Margaret Watson—that he died about the year 1819—and his succession was opened in the parish of St. Landry where he resided and in which parish the land was then situated—that his wife died some years afterwards, that both died intestate leaving their children inheriting the said property. That neither Anthony Cockran and wife, nor any of the heirs and legal representatives or descendants of Anthony Cockran and wife ever sold or disposed of their rights, title or interest in said land before their sale
803 to plaintiff and its authors, nor had the plaintiff or its authors ever disposed of the same, except as stated in the petition and that it was then the legal and true owner of the property. That notwithstanding its ownership a number of persons natural and artificial whom they named, were illegally in possession of said land setting up ownership of the same, and others being in possession claiming to be lessees; that some of said parties were non-residents and curators *ad hoc* should be appointed to these non-residents; that all parties be cited and that contradictorily with them it be adjudged and decreed owner of the land and placed in possession of the same. Plaintiff reserved the right to sue any or all of said parties for the use of the property or for any loss, damage or injury to it on account of their occupancy.

Curators *ad hoc* were appointed and the parties cited. Laurent

Arnaudet Arthur Latreille and Eugene Houssiere Spencer & Co., excepted that plaintiff was a pretended corporation that had no legal or rightful existence under the laws of the State of Louisiana, there being no law authorizing the formation of a corporation for the purposes for which the plaintiff was pretended to be organized, and for this reason, the plaintiff was without right or capacity to sue or stand in judgment.

2. That the pretended plaintiff corporation was organized for no other purpose than to acquire a litigious and alleged right to carry on this law suit, the pretended individual subscribers to the stock therein being estopped to do so was in their own behalf for the reasons set out; that it is not lawful or permissible for a corporation to be organized for such a purpose that exceptors had been in possession for many years, under a title not necessary — them to set up, of a tract of land now made valuable by the discovery of oil thereon, that the promoters had industriously (and illegally) bought up the suppposed rights of the numerous so-called heirs of Anthony Corkran and in order to enforce the pretended rights so derived,
804 corporation was conceived and projected as a medium through which the said organizers could assert their pretended claims. They averred that a corporation organized under such circumstances and for such a purpose could have no legal sanction or exisrence under the laws of Louisiana.

3. That all the organizers and pretended stockholders of said pretended corporation whose names would be fully shown on the trial of their exception, had leased and held under leases from exceptors certain tracts of land held and owned by exceptors under the title herein attacked, some of said lessees actually claiming more land under the lease held by them than was intended to be leased them, and some of them claiming under leases which had expired, all of which would be shown by the production upon the trial of their exception of the said leases, which were now duly recorded in the office of the clerk and recorder of Acadia parish, and that by reason of said leases the lessees who were the organizers of the pretended plaintiff corporation were estopped from contesting the title of exceptors herein; and that this pretended corporation was a mere sham, a deception and a fraud having no other object than to evade the foregoing estoppel existing against the aforesaid individuals. That Mr. C. C. Duson, the promoter, prime organizer and chief among the pretended stockholders of said illegal company held the responsible position of sheriff and tax collector of the parish of St. Landry at the time the territory comprising the present parish of Acadia was a part of said parish of St. Landry, and as such tax collector he did sell and adjudicate at a tax sale to one of the authors of exceptors the very land in controversy herein; and that the prohibition in the law against an officer of a court dealing in litigious rights was applicable to this case and to this officer, and that he was estopped from attacking in any way the aforesaid deed made by him

as sheriff and that he should not be permitted to shield himself behind the pretended corporation for such estoppel.

4. That among the pretended stockholders of said pretended corporation were Messrs. Kenneth Baillio, Philip S. Pugh, and
805 Hampden Story, who were attorneys practicing before this court, and who could not be allowed to purchase and to prosecute a litigious right in their own interest in the name and behoof of a corporation organized as aforesaid for the purpose of purchasing and prosecuting said litigious right, and that Messrs. Pugh and Story were the attorneys of Laurent Arnaudet in an injunction proceeding pending in the district court of Acadia; wherein the title now being attacked was set up, and that they were therefore estopped from assisting in the organization of said pretended corporation, under the circumstances above stated; and they averred that but for the desire on the part of Messrs. Duson, Baillio, Pugh and Story and the said lesseess mentioned above to avoid the estoppel and pleas herein made said pretended corporation never would have been organized.

5. That none of the subscribers to the stock of the so-called corporation were *bona-fide*, there having been no money paid and no property given as required by law, and therefore, for this reason, alone, if for no other, the said corporation should be treated as having no legal standing before the law, and as havin- forfeited under art. 266 of the constitution of 1898 its charter if any it ever had.

6. That if it should be held that said corporation could have a legal existence under the laws of Louisiana and that it could organize under the general statute of the State, then that said statutes were not complied with by reason of the failure to organize with a proper number of legal incorporators or to properly record or advertise the charter of said pretended corporation.

They prayed that this exception and estoppel be maintained for the reasons set out above; and that plaintiff's demand be rejected and its suit dismissed, at its cost. They prayed for such further relief as law and equity might allow.

The same parties subsequently prayed that the stock book stock subscription book, minute book and book of accounts of the plaintiff be produced in court to be used on the trial of the excep-
806 tion—They declared they intended to prove by said books, papers and documents in the possession of said pretended corporation — should be produced at the same time and for the same purpose.

They averred that they intended to establish by such books, papers and documents that the pretended corporation, plaintiff herein, was organized without any lawful purpose, and merely to avoid the effect of the estoppel pleaded in the exception herein which estoppel was good and effective against the supposed stockholders of said pretended corporation, and likewise against said pretended corporation. They averred that they also intended to prove by said books, papers and documents that there had been a violation of the law concerning the issuance of stock without value received in

money or property, and that, if the pretended corporation ever had a charter, that same had been forfeited.

Wherefore they prayed that an order issue to the plaintiff herein directing it to produce in court, for use on the trial of the exception herein fioed, all its stock books, its stock subscription and certificate books, its minute books, its books of account and all other books, papers and documents whatever relating to the organization of said pretended corporation. They prayed that this order be issued requiring the production of said books instanter. They prayed for all general and equitable relief.

The plaintiff appeared and through its attorneys declar*ing* that it filed all of the documents called for which it had in its possession. That it had no stock book and no stock subscription book, the first together with a seal was ordered on December 11th, 1901 the same not yet having been received. That the original subscription list was filed with the original charter and both were now on record in the clerk's office of Acadia parish. That the other subscribers or stockholders were the heirs of Anthony Corkran and that no certificates of stock had been issued because the same had not been received, though ordered a- aforesaid. That it filed herewith its minute book, containing all its proceedings, including a printed
807 copy of its charter. That no books of account had ever been opened, and that it had no other d-uments in its possession. It prayed that the court decree the said order complied with and that after due inspection of said documents, they be ordered returned by the attorneys of defendants to plaintiffs.

The defendants, Arnoudet Latreille Houssiere and Fitzhugh under reservation of the exceptions filed answered. They pleaded the general issue. They declared that true it was that Anthony Cockran or Corkran claimed during his lifetime the land claimed by plaintiff herein, and true it was that the land claimed, was patented by the United States Government to Anthony Cockran and his heirs under and according to the provisions of the act of Congress of date 10th, Feb'y, 1897, entitled "An act to quiet title and possession with respect to certain located but unconfirmed private land claims in the State of Louisiana." And further answering they averred *said* that said act of Congress was fully set out in the preamble to the patent issued thereunder to Anthony Cockran and his heirs on the 2nd day of November 1897, and that by and under the provisions of said act, the United States relinquished title to about eighty thousand acres of land in the State of Louisiana, and especially provided that while the patent should issue in the name of the original claimants or his heirs, the title of the United States should be granted in fee simple to the respective owners of the equitable title thereto and their respective heirs and assigns, and that nothing in the act should abridge, divest impair, injure or prejudice any valid right, title or interest of any person or persons in and to any portion of part of the lands mentioned in the first section of said act, which first section mentioned and includes all the unconfirmed but

located private land claims in Louisiana at the date of the passage of the act, of which unconfirmed but private land claims, *that* the claim of Anthony Cockran to certain lands, then in the parish of St. Landry situated on Bayou des Cannes in the lower Mamouth
808 in section forty-seven, township nine (9) range two (2) west, was one and *was* now the land in controversy in this suit.

That the true intent of said act of Congress was fully set out in the second section thereof as follows:—"The true intent of this act being to relinquish and abandon, grant, give and concede any and all right, interest and estate in law and equity which the United States has, or is supposed to be entitled to in said lands in favor of all persons, firms or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription, the absence of all said interest and estate of the United States."

That under and by virtue of the law of Louisiana, all the right, title and interest of Anthony Cockran and his heirs, in and to the lands claimed by plaintiff and patented as aforesaid to Anthony Cockran and his heirs, had been divested long prior to the issuance of the aforesaid patent, and was held in full and complete ownership long prior to the date of said patent by the author- of defendants and by defendants under good valid and perfect titles, by and under the laws of Louisiana, including the laws of prescription.

That the authors of defendants, and defendants themselves had acquired by true and valid title all the right, title and interest and estate at law or equity of the United States in and to said land patented to Anthony Cockran and his heirs prior to the issuance of said patent, under and by virtue of indefeasible alienation of said land, under the laws of Louisiana, providing for the sale of all lands situate within its borders for non-payment of the taxes necessary for the due operation of the government thereof; and by the alienation thereof from the purchaser at tax sale; and from such alienee, through mesne conveyances to respondents, all of which alienations were translative of property, under which the respective purchasers went into possession and exercised quietly peaceably and uninterruptedly all and every act of ownership from the time of their respective purchases and during their respective possession until the present time. That the unconfirmed bur located private
809 land claim in and to the land so patented to him and his heirs was susceptible of taxation under the laws of Louisiana, and was properly assessed and sold for taxes, as would be afterwards specially set out. Defendants set out in detail the chain of title under which they claimed. The starting point of the same being a tax sale made on the 2nd day of Dec. 1882, which they averred was made by C. C. Duson sheriff and *ex-officio* tax collector of the parish of St. Landry and "at which he sold at public sale after due advertisement to Henry Gellert or Gellest, viz—four hundred and eighty (480) acres of land situated in the Lower Prairie Mamou on Bayou des Cannes being in township nine (9) south of

range two (2) west being the property of Anthony Cockran as per assessment roll of the State of Louisiana, of the year 1881 to satisfy by a debt due said State for the unpaid taxes of the year 1881 for the price and sum of twenty-five dollars; that on the 27 of Dec. 1882, the said tax collector executed a tax deed in favor of said purchaser which was recorded in the conveyance book of the recorder's office of the parish of St. Landry on the same day.

That Gellert went into possession of the land sold to him immediately after he had acquired a tax sale and that the tax sale embraced the whole of section forty-seven (47) township nine (9) south of range two (2) west Louisiana meridian. That all of the purchasers subsequent to Gellert went into immediate possession of the land at the date of their respective purchases, and they as well as Gellert occupied the same as owners with undisturbed and quiet possession—plowed, ditched and cultivated the same in various crops and exercised without dieturbance all the powers and franchises of ownership. That the land purchased by Gellert at the tax sale was the same land which was patented to Anthony Cockran or his heirs and that the superficial area in acres mentioned in the tax deed to Henry Gellert was controlled by the description set out in said deed and that the same conveyed (as it was intended to convey) all of the right, title and interest of Anthony Cockran
810 or his heirs in and to the *uncirmed* unconfirmed but located private land claims of Anthony Cockran or his heirs to section forty-seven (47) township nine (9) south of range two (2) west on Bayou des Cannes in the Lower Prairie Mamou parish of Acadia.

That their author Jean Gay applied first for the patent issued by the Government as aforesaid and that the patent only issued in compliance with the third section of said act of Congress, not as recognizing any title to said Anthony Cockran or his heirs absolutely but for the benefit of all parties who had acquired title to said lands under the laws of Louisiana prior to the issuance of said patent. And that in law and fact the patentees held under said patent as trustees for the beneficiaries holding the legal and equitable title springing from the laws of Louisiana recognized in said act of Congress. They pleaded in bar of plaintiff's action and in support of their titles the prescription of three, five and ten years.

They averred that the prescription of three years established by art. 233 of the constitution of 1898 was a complete bar to the action. They averred that they had paid taxes on the property amounting to three hundred dollars; that they had placed upon said land valuable improvements amounting in the aggregate to twenty thousand dollars and that should they be evicted they were entitled to the value of the same. They prayed that plaintiff's demand be dismissed but in case of eviction plaintiff be decreed to pay to respondents in proportion to their respective ownership the value of useful improvements erected by them on the land and three hundred dollars for taxes paid and that possession be not ordered until said sum should be paid.

811 The district court while declaring there was merit in the exception filed by defendants preferred it said to decide the case upon the merits. Proceeding to do so it rendered judgment in favor of the defendants and against plaintiff, rejecting its demand and adjudging and decreeing Laurent Arnoudet, Arthur Latreille and Eugene Houssiere to be the owners of the lands in controversy, called for by their respective titles and quieted them in their possession of same. Plaintiff appealed.

We are of the opinion that the judgment appealed from on the merits is correct and that therefore there is no necessity for reviewing the action of the court in respect to the exception filed by the defendant. Were this not the case the writer of this opinion would have felt compelled to have recused himself notwithstanding the fact that counsel on both sides declared there was no legal or good ground for his recusation.

The district court found that the defendants and their authors had been as a fact in the actual possession as owners of the property claimed by the plaintiff, for over ten years and that the conditions and circumstances under which this possession was held *was* such as to fix the title of the property in the defendants by the prescription *acquirendi causa* of ten years—even if it had not been otherwise sustainable.

The court further found that the title of the defendants was protected from attack by the plaintiff by reason of the prescription of three years provided for in article 233 of the constitution of 1898. Appellants urge that the court erred on both points.

On Feb'y 10th 1897 the following act of Congress was passed.

"An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana.

"SECTION 1. Be it enacted, That all the right, title, and interest of the United States in and to the lands situate in the State of
812 Louisiana, known as the located but unconfirmed private land claims therein, aggregating about eighty thousand acres, and specifically described in the list or tabular statement accompanying the report, dated February nineteenth, eighteen hundred and eighty, made by the surveyor general of Louisiana, to the Commissioner of the General Land Office, under a resolution of the United States Senate, of December second, eighteen hundred and seventy-nine, and which report and list were communicated to the Senate by the Secretary of the Interior, on March eighth, eighteen hundred and eighty, as Senate document numbered one hundred and eleven, Forty-sixth Congress, second session, shall be, and the same are hereby directed to be granted, released, and relinquished by the United States, in fee simple, to the respective owners of the equitable titles thereto, and their respective heirs and assigns forever, as fully

and completely, in every respect whatever, as could be done by patents issued therefor according to law.

"SEC. 2. That nothing contained in this act shall in any manner, abridge, divest, impair, injure or prejudice any valid right, title, or interest of any person or persons in or to any portion of part of the lands mentioned in said first section, the true intent of this act being to relinquish and abandon, grant, give, and concede any and all right, interest and estate in law or equity which the United States has, or is supposed to be entitled to in said lands, in favor of all persons, estates, firms or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription, in the absence of the said interest and estate of the United States.

"SEC. 3. That the Department of the Interior shall cause patents to issue for such lands, and such patents shall issue in the name of the original claimant as appears in the list or schedule aforesaid, and when issued shall be held to be for the use and benefit of the true and lawful owners as provided in sections one and two of this act."

Under this act, a patent issued on November 22, 1897, embodying on its face the three sections of the act, and reciting further
813 that, as the private land claim of Anthony Corkran, appeared in the list of claims embraced in the foregoing Senate executive document, numbered 111, the United States, in consideration of the premises, and in conformity with the provisions contained in sections two and three of the act, gives and grants to Anthony Corkran and his heirs and assigns, section 47, in township 9, S. R. 2 *e*, containing 580.90 acres.

There is not in the record any previous application for the land, or entry thereof, by Anthony Corkran, but the records of the Land Department show that in 1816, the land was surveyed by Deputy United States Surveyor Jos. Aborn, who filed a map of the land, with the following process-verbal:

"Pursuant to an order from the principal deputy surveyor of the western district, State of Louisiana, and in conformity with a certificate B. No. 1151, from the board of commissioners of the said western district, I have surveyed for Anthony Corkran a tract of land," etc. (The words from "B. No. 1151" were scratched out.)

This map and procès-verbal were approved on May 21, 1817, by Gideon Fritz, principal deputy surveyor.

The land was surveyed again in 1875, by P. A. Thibodaux, deputy surveyor, and across his map is written "Claimed by Anthony Corkran—no confirmation found."

On the 27th of Dec. 1882, the tax collector of the parish of St. Landry, executed a deed in favor of Henry Gellert which was recorded on the same day in the conveyance book of that parish and a copy of which is in the record, from which it appears that on the 2nd day of December 1882 he had adjudicated to him at public sale

as the last and highest bidder "four hundred and eighty acres of land situated in the lower part of Mamou on Bayou Cane, being in township 9 south of range two west, being the property of Anthony Cochran or his heirs as *per assessment* ment *roll of the State of Louisiana of the year 1881*, to satisfy a debt due the said State for the unpaid taxes for the year 1881 for the price and sum of twenty five
814 dollars cash in hand paid by Henry Gellert to the tax collector. The present defendants are admittedly in possession of the land patented to Anthony Corcoran or his heirs. The plaintiff claiming as the assignee or vendee of the heirs of Corcoran at a sale made to it on the — day of —— contends that the land patented to Anthony Corcoran or his heirs was not subject to State taxation prior to the year 1897 as until that date the land was not segregated from the public domain but belonged to the United States and was by reason of that fact exempt from taxation and therefore any sale made by the State of Louisiana in enforcement of taxes alleged to be due to it, was an absolute nullity also; that no prescription could run in favor of the tax purchaser because of the radical character of the defect in the title, and further because no prescription could run against the United States.

The district judge in his reasons for judgment says—

"The evidence shows that in 1816 Joseph Aborn deputy United States surveyor acting under instructions from the principal deputy surveyor of the western district State of Louisiana, surveyed the private land claim of Anthony Corcoran in tp. 9 S. R. 2 W. This survey was approved May 21st, 1817 by Gideon Fritz principal deputy surveyor western district Louisiana. (See survey of Aborn in the record.)

It is true that Aborn designated the section as section 40 and as containing 640 acres but this was in 1816. Now, upon a resurvey in 1874 by P. A. Thibodeaux, deputy United States surveyor, under instructions—(which survey was approved April 26th 1875), the section is designated as *section 47* and containing 580 9./100 acres but gives the same boundaries as Aborn, to-wit: John McDaniel above, George King below. (See also plat accompanying patent.)

In 1882 Henry Gellert purchased this land at tax sale. He went into possession, improved it cultivated it, used the timber on it for fencing and other purposes. In November 1882, some of defendants herein moved upon this land made application
815 for homestead entries thereon. Henry Gellert instituted a possessory action against these defendants. There was judgment in favor of Gellert in the district court which judgment was affirmed by the court of appeals, 3rd. circuit. Subsequently the homestead entries made by these defendants were cancelled by the register and receiver of the United States land office at New Orleans. On appeal to the Commissioner of the General Land Office at Washington, the Commissioner affirmed the judgment of the register and receiver of the land office at New Orleans. In the elaborate and well considered opinion of the Commissioner of the Gen-

ral Land Office, I quote the following as pertinent to the question at issue:—"The appeals are dated Febr'y 22nd., 1892. Mr. Elms, (the attorney of the appellants) admits that a person by the name of Gellerrt purchased this Corkran claim at tax sale and took possession of the land. Mr. Elms also states that he understands that Mr. Gellert is now before Congress seeking confirmation of his title claiming as he, Mr. Elms supposes under Corkran. I find on file here a plat of survey of said township approved in 1817 and afterwards again after some additional surveying approved in 1830 * * * I also find on file here a plat of the re-survey of said township approved in 1875, sec. 47 by this resurvey is not subdivided but is reported as containing 580.90 acres as being "Claimed by Anthony Corkran—no confirmation." In response to Senate resolution of Dec. 2, 1879, the honorable the Secretary of the Interior forwarded March 8, 1880, to the President of the Senate a report made February 19, 1880, by the United States surveyor general of Louisiana on located but unconfirmed private land claims in said State. The Corkran claim is included in this report. This report is printed as Senate Ex. Doc. No. 111—46th. Congress—2nd. session.

Prior to this report this office had called the attention of Congress to the anomalous condition of these claims. This office in its report of 1877 in speaking of these claims used this language—namely—

"Practically the United States can make no disposition
816 of the land covered by these claims, and they would not if they could. There are in Louisiana about 288 claims in a similar condition to the Cockran claim. These claims cover about 80,000 acres of land embracing in their limits valuable plantations and farms and have long since been surveyed and represented upon the township plats.

Following the policy adopted by this Government, namely, that the lands embraced by these claims are not public lands in a sense that makes them subject to disposition under the general land laws of the United States and being of the opinion that it is my duty to await the future direction of Congress in reference to the disposition of the lands in question and there appearing no good or sufficient reason for my making an exception in the matter of said applications to enter the lands surveyed for Corkran, I have therefore affirmed your action in each of the cases." See also Senate Ex. Doc. No. 111, 46th Congress 2nd session, extracts from reports of surveyor general for 1874 and 1877.

It follows that Anthony Corkran prior to 1816, claimed a tract of land in Lower Mamou on the west bank of Bayou des Cannes that the principal deputy surveyor for the western district of Louisiana ordered the survey of the claim; the land was in fact surveyed, and the survey approved. Following this the land was resurveyed under authority by P. A. Thibodeaux deputy surveyor and his survey was approved. The township map of T. 9—S. R. 2 W. shows no confirmation found—for sect. 47—certified to as being correct as far back as April 26, 1875.

The officers of the United States Land Office refused to dispose of this land under the general land laws of the United States and finally Congress acting upon the report of the surveyor general passed the following act: "An act to quiet title and possession with respect to certain unconfirmed and located private land claims in Louisiana." It is therein provided "That all the right title and interest of the United States in and to the lands situated in the State of Louisiana known as the located but unconfirmed private land claims therein, aggregating about eighty thousand acres and
817 specifically described in the list or tabular statement accompanying the report, dated Feb'y 19, 1880, made by the surveyor general of Louisiana to the Commissioner of the General Land Office—shall be and the same are hereby directed to be granted, released and relinquished by the United States in fee simple to the respective owners of the equitable titles thereto and to their respective heirs and assigns forever as fully and complet-ly in every respect whatever, as could be done by patents issued therefor according to law.

SEC. 2. "That nothing contained in this act shall in any manner abridge, divest, impair, injure or prejudice any valid right, title or interest of any person or persons in or to any portion or part of the lands mentioned in said first section—the true intent of this act being to relinquish and abandon, grant, give, and concede any and all right, interest and estate in law or equity which the United States is or is supposed to be entitled in said lands, in favor of all persons, estates firms or corporations who would *ne* the true and lawful owners of the same under the laws of Louisiana including the laws of prescription in the absence of the said interest and estate of the United States."

SECT. 3. "That the Department of the Interior shall cause patent to issue for such lands and such patents shall issue in the name of the original claimant as appears in the list or schedule and when issued shall be held for the use and benefit of the true and lawful owners as provided in sections one and two of this act. This act was passed on February 10, 1897. A patent issued in accordance with this act to Anthony Corkran and to his heirs and assigns."

It is now contended that the land was not severed from the public domain until the passage of this act and the issuance of the patent thereunder. The act of Congress is in fact but a quit claim, a relinquishment or abandonment by the Government of whatever rights it had or may have had to the land in favor of "*qui de droit*."

It remits all parties in interest to the courts of Louisiana, the
818 matter to be determined by the laws of Louisiana.

12 An., 875, Williams *vs.* Close.

3 La., 107, Sackett *vs.* Hooper.

The term "property" in the treaty by which the United States acquired Louisiana, comprehends every species of title inchoate, or complete, legal or equitable and embraces rights which lie in con-

tract, executory as well as executed; and that no principle was better settled than that inchoate titles to land were property. The court went so far as to say such titles and such property would have been equally sacred in a republican form of government under the laws of nations without any treaty stipulations.

113 U. S. 179—Bryan *vs.* Kennett.
9 Peters 117—Delassus *vs.* U. S.
10 Peters 326—Smith *vs.* U. S.
11 U. S. 412—Slidell *vs.* Grandjean.
12 An. 873—Williams *vs.* Close.
3 La. 107—Sackett *vs.* Hooper.

"Some of the claims which had always been treated by this office, the land offices and the departments as unconfirmed and so shown upon the township maps, have by such examinations been found to be confirmed and patents have issued; and the inference is just that similar researches might reveal a few other confirmations not now supposed to exist." Extracts from reports for 1874.

The act is a relinquishment in favor of such persons as would under the laws of Louisiana, be the true, legal and equitable owners of such land in the absence of any claim or title in the United States, enabling all persons who—under the laws of Louisiana might maintain a prescription against the United States, and all persons claiming under or through them. The Government practically and substantially never claimed this land as belonging to it and as forming part of the public domain.

These are the terms of the act as I understand them and
819 *and* the patent must be accepted under the terms of the act or repudiated. I am therefore of the opinion and hold that the land in controversy was subject to taxation and sale for non-payment of taxes.

In the brief of counsel of plaintiff they say

"The following propositions of fact are clearly borne out by the record.

"1st. That no title of any kind has been shown to exist in Anthony Cochran or his heirs prior to 1897—neither Spanish or French grant, cash certificate, homestead or other certificate of entry, Spanish requete or grant, or any other title in the nature of an equitable title in him or to his heirs prior to 1897.

"2nd. That the only equity possessed by Anthony Cochran or his heirs to the land in contest prior to 1897 was in equity or "claim founded on" naked possession."

"3rd. That no confirmatory grant or concession ripening the equity derived from "naked possession" into a title was ever made to Anthony Cochran or his heirs prior to 1897.

"4th. That the first, only and original title of Anthony Cochran or his heirs was derived from the special act of Congress of February 10th, 1897,—this being the first confirmation and grant founded upon his equity of "naked possession" and thus it appears that the

legal and the equitable title in Anthony Cochran or his heirs arose at the same time, to-wit: February 10th, 1897.

"Under this statement of facts we found (predicate) the following propositions of law:

"1st. That in 1882 when the sale of the land in contest was made, the property purported to be conveyed by the tax deed was the property of the Government and was therefore exempted from taxation by both State and Federal law.

"2nd. That if sold, the pretended tax sale, thereof was absolutely void and that the tax sale thereof could convey no right or title to the tax purchaser and that the right of the claimant through
820 a patent from the Government, could not be divested or defeated by any State statute, or constitutional provisions of a curative or remedial nature purporting to divest the right or limit the remedy. * * *"

"The land in controversy in this suit; as we shall contend falls under the last category, to wit a grant from the Congress of the United States. There is not a scintilla of evidence in the record of any written or verbal grant, either from the French or Spanish government dating back to the occupation of the present territory of Louisiana by the sovereigns of these countries. Neither is there any evidence of any survey or location of the land under an order of survey of the Spanish or French government or authorities prior to the treaty of Louisiana. Neither is there in the record any evidence of any sort of claim submitted to the board of commissioners organized in pursuance *to* the treaty of session to pass upon inchoate or incomplete titles to properties situated in the territory of Louisiana and existent at the time of the treaty of cession. There is not the faintest suggestion of the issuance of any certificate, warrant or patent prior to the year 1897. In fact the only evidence in this record of the existence of any right or claim in Anthony Corkran or his heirs or assigns is the special act of Congress introduced in evidence in this suit and bearing date February 10, 1897."

"If we be correct in the foregoing propositions of fact, it becomes clear as a legal proposition that the legal severance of the title of the United States in and to sec. 47, T. 9. S., R. 2. W. only took place at the date of the said special act of Congress to-wit February, 10th, 1897."

The arguments of the plaintiff that neither Anthony Corcoran nor his heirs were without right of any kind in the land in controversy would lead directly up to the result that so far as they were concerned, the Government was free to make such disposition of it as it might think proper. Even though the disposal of the same
821 was *ultra vires* and void they could not urge it, for to do so would have as its result to throw them out of court for want of interest in the subject matter, their rights resting exclusively upon the Government's acts. Should that be set aside their pre-

ent pretentions would be left utterly without any foundation. (Succession of Monette 26 An. 26.)

The Government having the "power" to make the grant and fix the terms and conditions of the same and to declare who should be the beneficiaries and, Anthony Corcoran and his heirs under their contention having no right to call its action in question they would be forced to either accept it with its conditions or not at all. Corcoran and his heirs would have no more right to be made the gratuitous beneficiaries of the Government than any one else and the parties who had acted in respect to this land upon the belief that it was private property were as much entitled to governmental consideration as were parties claiming not "equitable rights but "equitable claims." Plaintiff's counsel in their brief in its behalf say "We admit that Anthony Corcoran prior to Feb'y 10th 1897 and prior to his death *or and* about 1878 had made some sort of a "claim" to the land in dispute in this suit, but it is equally clear from the evidence that claim had not ripened into a grant from any antecedent sovereign of the soil nor had it been ever confirmed or recognized by the United States prior to the passage of the act of Congress of Feb. 10th, 1897, It is evident that a "claim" is not only legally speaking but in ordinary parlance clearly disti-guishable from "a grant" or a "title." A "claim" is defined in the Century Distionary *verbo* claim—as "the thing claimed or demanded: specifically a piece of public land which a squatter or settler marks out for himself with the intention of purchasing it when the Government offers it for sale; as "He staked out a claim."

A "grant" on the contrary has a distinctly broader meaning. It implied an acquired right and is described by Mr. Bouvier as applicable to the conveyance of incorporeal rights. But in the larger sense the term comprehends anything that is granted or passed from one to another, and is applied to every species of property. It therefore necessarily implies a "title" or "vested right" in the grantee from the grantor or has a much more pregnant signification than a "claim." Not only did Anthony Corcoran or his heirs up to 1897 have a mere "claim" but that claim remained in an inchoate condition until the act of Congress of Feb'y 10th, 1897 ripened *in* into a grant. Then and then only did the land in dispute pass into the domain of private property, and become the subject of contracts and amenable to the laws of prescription and other law. Then only did it become subject to taxation for as long as it remained the property of the sovereign under the authorities quoted,—it clearly was not liable to State taxation. Under these circumstances the land was not liable to any species of State taxation until the 10th of Feb'y 1897." It will be seen from this that there was of record somewhere in the Land Department evidence of a claim of some kind, not such a claim as was enforceable in law but one dependent upon the grace and favor of the Government and that the plaintiff as the assignee of the Corcoran heirs is urging that

822

the Government was acting more generously and liberally towards them than it should or could have been compelled to act.

Such a contention coming from the quarter it does is not to be received for the purpose sought to be attained in this action.

If Corcoran or his heirs had no "claim" of character such as could be forced or legally entitled to have been recognized, the Government could impose such condition to the voluntary recognition of the same as it thought proper and the parties claiming under the act of recognition would be forced to accept them or nothing. (Succession of Monette 26 An., 26.)

There is no one before the court claiming rights under the Government adverse to the rights acquired by the parties under the Government, and whatever rights the Government itself might have had or grounds for objection, it had expressly renounced and waived not only in favor and behalf of Anthony Corcoran or his heirs but of any other person who would have had legal rights had the Government itself had none when those rights attached. This renunciation or waiver could as legally and properly have been
823 made by the Government in behalf and in favor of this class of persons as it could have been made in favor of the Corcoran heirs, and that this renunciation and waiver was intended to cover and protect the rights of the latter class appears on the face of the act of Congress. The Government could if it thought proper made its conveyance act retrospectively or by relation to a certain term or so as to cover and protect any claims or rights of third parties existing prior to its date and it did this in point of fact.

Grant that the act of Congress was an original grant to the Corcoran heirs as of date of its passage, it was none the less a grant, coupled with conditions and charges in favor of third parties and the Corcoran heirs were forced to accept the grant with the conditions attached—they could not accept it as far as it might be favorable to them and repudiate its effect as to other parties. The plaintiff is seeking to urge objections which could only be advanced by parties holding adversely to the Government's action or by the Government itself. There are no persons claiming adverse rights and the Government having expressly renounced and waived her own, plaintiff cannot through her urge them.

It is a matter of no moment what rights might have been held under other and different circumstances, for we must take the case as we find it and so taking it the property must be considered precisely as if it had been "private property" when it was assessed and sold for State taxes. We will show later that under the situation disclosed by this record plaintiff's position would not be bettered by recognizing that the property was at the time of such assessment and sale part of the public domain of the United States.

Plaintiff urges that even if the property had been subject to assessment and sale for States taxes, the tax sale to Henry Gellert in 1882 was absolutely null and void and conveyed and could convey none to him. Counsel aware of the provisions of art. 233 of the constitu-

tion of 1898 as to the prescription of three years barring an action seeking to annul a tax title, brought a direct petitory action
824 against defendants as being in the actual possession of the property which they claim. Referring to its demand plaintiff says "It is a petitory action. That action pure and simple unaccompanied by any demand in nullity is never prescribed, though the defendant in such action may show a better title by the aid of prescription. This is the case here. Plaintiff has not attacked the defendants' title. It has set up its own and alleged that the defendants possessed the property claimed as trespassers. The defendants set up an adverse title and claimed that by the aid of prescription it has the better title. Of course our whole argument upon this head depends upon the correctness of the proposition heretofore advanced that the tax deed is absolutely null for want of description by which the property could be identified. * * *

In this case the nullities in the tax proceedings of 1822 were not pleaded by the plaintiff in this suit, nor was any evidence offered to establish them. The nullities alleged appear upon the very face of the tax sale and the other documents offered in evidence by defendants themselves and our whole argument in this case, in so far as these proceedings are concerned *are* founded entirely upon what appears upon the face of the evidence tendered by the defendants themselves. This evidence was offered and introduced with all these patent nullities stamped upon them. The nullities are inherent and not extrinsic and import their invalidity on their face. We have attempted to show that the tax deed of 1882 is absolutely null upon its face because it conveys no certain property in terms, and because of the fact that the property mentioned in terms is impossible of identification. It therefore does not possess the character of a "sale of property for taxes" in the purview and intendment of the article 233 of the constitution of 1898 nor does there exist any necessity "to set it aside" in the language of that article, for it is a *nudum pactum* intrinsically null and void and requiring no action of the court beyond the mere declaration of a judicial conclusion as to that fact inevitably derived from the mere inspection of the document itself."

825 The defendants in answer to plaintiff's petitory action pleaded as we have seen the general issue; they then pleaded that they and other authors had been in the actual corporeal possession of the property claimed, as owners under the conditions required for acquiring the same, by the prescription of ten years; they also pleaded in bar of plaintiff's action the prescription provided for by article 233 of the constitution of 1898.

On the trial of the case defendants established that they and their authors had been in possession as they had alleged, and they claimed and now claim they were entitled to hold the property by the prescription of ten years in the absence of affirmative proof by the plaintiff of some circumstances which would take the case out of the operation of the laws of prescription invoked. Defendants

offered in evidence a deed which showed upon its face that defendants and their authors traced their title back to a tax deed made by the State tax collector as far back as 1882. Plaintiff had not attacked this tax sale in their petition, nor did they attack it after the deed was offered, but contented themselves with arguing and maintaining that the tax deed introduced showed on its face the nullity of the tax sale.

In dealing with the issues submitted to the court we will first say that the presumption "*omnia rite*" applies to tax sales under some circumstances and conditions as well as to sales under execution after a great lapse of time. (This court had itself applied that presumption to a tax sale in Willis *v.* Cypress Co. 108 La. 255.) Where proceedings having for effect the divestiture of title, have remained for many years unattacked, and parties have been permitted to remain under them for long periods in the quiet possession of property as the true owners, adding to their value by permanent improvements, weakness of the evidence offered as *as* to certain facts will frequently be fortified and the want of positive testimony supplied by presumptions when this would not be allowed in matters of recent date.

826 In the present instance plaintiff urges the tax title was an absolute nullity because the description of the property to be sold, is too indefinite to transfer any property whatever. The full description in the tax deed is "four hundred and eighty-one acres of land situated in the lower part of Mamou on Bayou Cane, being in township nine—south of range two west, being the property of Anthony Cochran or his heirs as per assessment roll of the State of Louisiana of the year 1881.

Counsel call attention to the fact that defendants did not offer the assessment therein referred to but only the tax deed and they argue that the description in the assessment must be presumed to be faulty and identical with that in the deed. We can scarcely adopt that inference as logical for had the two descriptions been precisely the same there would have been no reason for referring back to the assessment roll. The inference would rather be that the assessment description was broader, more precise and more definite than was that in the deed. We should not and will not after this great lapse of time presume illegality or insufficiency in the assessment to which reference was made, but on the contrary we will presume that it was correct and regular: If the assessment roll was not produced it was doubtless because it had been mislaid or had not been preserved. Not much attention is paid to documents of that kind after they have served their present purpose. We think the defendants were not called upon to make explanations in the absence of actual attack upon the tax proceedings, but were justified in relying upon the presumption of regularity which would apply to them under existing conditions. It was defendants' duty to have raised by pleadings under the circumstances, a direct issue as to the illegality of the assessment and tax sale.

Plaintiff in referring to the requirements of an act divesting title says, "It should show on its face or by reference to accessible public documents what is taken from the owner and transferred to the purchaser," and cites in support of that position a great number of authorities among others that of Wilson *vs.* Marshall 10 A. 329

827 The tax deed offered did refer to the assessment roll of 1881, a public document which was then accessible though it was subject to loss.

Defendants evidently relied in their pleadings and proof upon art. 233 of the constitution upon the strength of the defensive position which they would hold when they should have shown an actual corporeal possession of the property claimed by themselves and their authors for nineteen or twenty years as owners and have traced their rights back to a tax sale.

We do not think plaintiff's position at all strengthened under the present laws by the fact that it brought a petitory action pure and simple." The issue between the parties finally took the shape of an attack made by the plaintiff out of possession of certain property, upon defendants in the actual possession of the same, and justifying their possession by tracing the origin of such possession back to a tax sale. The form of the action did not change the issue. Defendants do not plead prescription against the petitory but upon an incidentally raised action of nullity. The sale referred to was strictly a sale for taxes" the property was proceeded against as property belonging to Anthony Corcoran or his heirs and as matters have now shaped themselves, it must be taken to have belonged to them at the time of the sale. The defendants and their authors not only had corporeal possession extended prior to 1898, but it — before the institution of this suit for three years after the adoption of the constitution of 1898 so that this possession was itself protected permanently from attack by plaintiffs by article 233, independently fo the merits of the tax title (Lefingwell *vs.* Warren Burroughs on Taxation 343, Codley on Taxation 550 559 557 559 560 561. Blackwell on Tax Titles sec. 805—p. 642.) even had the property at the time of the tax sale not been segregated from the public domain, and even though their title to the property had been void. (*In re* Lockhart.) This permanent protection to possession is equivalent to legal ownership. (Pillow *vs.* Roberts 13 Howard 472–772.) In Am & Eng. Ency. of Law on pages 267 284 285 286–287 & 288 are collated numerous authorities to the effect that a tax deed which

828 purports to convey the title to real estate to the grantee constitutes color of title, although it may be void and one of the citations is to the effect that where defendant had taken possession of the land in question, under a tax deed *void because the land belonged to the United States and was not subject to taxation*, but continued in uninterrupted possession under his tax deed for more than ten years after plaintiff procured his title, it was held that although defendants' color of title *began* while the Government *yet held the land* yet his possession thereafter was continued

for more than ten years after plaintiff acquired his title plaintiff's right of action to recover the land was barred by the statute of limitations, though the statute would not have run against the Government had the title remained in it. (See Pillow *vs.* Roberts 3 Howard 472.) Plaintiff had certainly the right even on their own theory to attack defendants' tax title after Feb'y 1897; having failed to institute their proceeding with- the three years from the date of the adoption of the constitution their right of action was forever barred. (*In re* Lockhart 109 La. 739.)

We think that defendants have sustained their defense under both of the prescriptions invoked that of ten years *acquirendi causa* and that of three years under art. 233 of the constitution.

Plaintiff contends that the property sold at the tax sale was not susceptible of identification, but as a fact Gellert did identify it as now shown by the patent and took possession of it under color of title as owner. The present defendants seem to have been for a number of years in actual possession of nearly the whole of the tract and though Gellert, the purchaser at the tax sale did not enclose the entire property, he fenced a part and cultivated and used a part as a pasture. Possessing under a title he had constructive possession of the whole. Corchran and his heirs had possession of no part of the tract.

This case resembles in many of its features that of Joplin
829 *vs.* Chachere. It is absolutely devoid of equity. Anthony Cochran died as far back as 1818, and the last we hear of him or of his heirs until this suit was brought was in 1822. Some of the assignors of the plaintiff are the great, great, great grandchildren of Anthony Cochran. None of the assignors knew him otherwise than by reputation. They were indifferent during this long interval of time to any rights they may have had, in this land and indifferent also to any duty connected with it as owners, and it was only after the property had acquired value from being ascertained to be in the recently discovered "oil field," that they appear upon the scene after being hunted up by a party acting in his own interest for a consideration, seeking to attack parties who have been in possession of the property for many years in good faith and who had made valuable improvements upon it at great expense. The remarks we made in the Joplin case from this standpoint find full application here.

The judgment appealed from is correct and it is hereby affirmed.

830 Petition for Rehearing.

Supreme Court of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET ET ALS. } No. 14593.

Now into court, through its undersigned counsel, come- the plaintiff company and respectfully moves the court for a rehearing in the above numbered and entitled cause upon the grounds following, to-wit:

First. That this court erred in holding that the Aborn survey of 1816 legally operated a severance of the title and ownership of the United States to the land claimed in this suit as of that date;

Second. That this court erred in its construction of the act of Congress of February 10th, 1897, in holding that act to recognize and validate any prior "equitable title" in Anthony Corkran or his heirs or any title derived from him or them.

Third. That the construction placed upon and effect given to article 233 of the constitution of the State of Louisiana for the year 1898, is violative of the 5th and 14 amendment- of the Constitution of the United States which provide that no person shall be deprived of his property without due process of law;

Fourth. That the court erred in holding that the tax sale of H. Gellert, of 1882, embraced the whole of section 47, township 9 south range 2 west, instead of four hundred and eighty acres described in said sale, even conceding the legality of said tax sale;

Fifth. That the court erred in holding the prescription of ten years under article 3478 of Civil Code as applicable to the
831 whole of section 47 township 9 south range 2 west, even conceding otherwise the validity of said tax sale;

Sixth. That the court erred in holding that the clause "being the property of Anthony Corkran or his heirs as per assessment roll of the State of Louisiana of the year 1881" immediately following the description of the property in the tax deed referred to the assessment roll of the year 1881 for a further or more extended description of the property attempted to be conveyed.

It is respectfully contended that the court erred in this respect because the clause in question was not intended to refer to the assessment roll for a further description of the property or to refer to it for any other purpose, the said clause being merely intended to show to whom the property attempted to be sold was assessed, this being the only clause making such reference and such reference being customary and usual, if not actually essential to the validity of tax sales, under our system;

Seventh. That the court erred in holding that the presumption *omnia rite acta* was a sufficient basis for presuming that the descrip-

tion in the assessment roll was other or more definite or correct than that given in the deed.

1st. Because the deed and not the assessment roll is the foundation of the claim of adverse possession under color of title, and the description in the assessment roll would be irrelevant unless the deed referred to it for a further description of the property attempted to be conveyed, which it does not do;

2ndly. Because section 22 *et seq.*, of act 77 of 1880, the law then in force, provided that the assessor should make three tax or assessment rolls, one to be deposited with the tax collector, another with the recorder of mortgages, and the third with the State auditor, either of which was, therefore, a roll supposed always to re-
832 main in the custody of the officer charged with its preservation and the rule *omnia rite acta* does not apply to records and public documents which are supposed always to remain in the custody of the officers charged with their preservation and which must, therefore, always be proved or their loss accounted for; *a fortiori*. should this be true when a public document is made in triplicate and each copy deposited with a different public officer.

3rdly. Because the presumption in question was not invoked by the defendants' attorneys either in their pleadings or arguments, and this for the good and sufficient reason that the assessment roll in question was easily accessible to them to their knowledge, and the certified copy which is hereto annexed and marked Exhibit "A" was, upon their request, submitted to them during the trial, but being against them, was not made use of by them.

Wherefore, the premises considered, movers prays to be granted a delay of fifteen days from this date within which to file briefs in support of this motion, and that after due consideration of the same, it may be granted and a rehearing of this cause may be had.

And movers further prays for all other orders and decrees needful or necessary in the premises and for general relief.

(Signed) KENNETH BAILLIO,
STORY & PUGH, AND
E. B. DU BUISSON,
Attorneys for Movers.

(Endorsed:) No. 14,593. Supreme court of Louisiana. Corkran Oil & Development Co. *vs.* Laurent Arnaudet, Arthur Latreille *et al.* Application for rehearing, and motion for time. Filed November 16, 1903. (Signed) Paul E. Mortimer, deputy clerk.

2

NAMES OF TAXABLE PERS

SQUARE No.

5 Cochran et An

No.14,593.

Filed November 16, 1903.

(Signed) Paul E. Mortimer,

Dep. Clerk.

Copy of Page 2-Non resident-

Assessment Roll, Parish St. Landry.

Assessment Roll for the Non Resident

OBJECTS

PERSONS	Number of Section	Quantity of Land in each tract or Lot, and NAMES OF STREETS Description by Boundaries	Number of Lots	Value of Land	1 Cash value of Lands and lots or ground rents or claimed by any person or corporation, whether patented or not, including buildings and improvements of whatever kind.	2 Horses, Mules, Cattle, Sheep, Goats, Hogs and all other Live Animals.	3 Carriages, and Vehicles of all kinds.	4 Merchandise or Stock in Trade	5 Money loaned on Mortgage, All Credits and all Bills Receivable not Money loaned or Advanced, or for Goods Sold. And all property of any and every description.	6 Money in possession, or in transitu, or in bank.		7 Number of Shares of Stock in all banks or banking associations in this State. The assessment of the shares of the Stock or banking associations.
Anthony	480	T. 9 S. R. 2. W.			240							

State Auditor's Office
Baton Rouge La., Dec. 28-1901

(Seal)

I hereby certify, that the foregoing is a true and correct Extract from page 2 Non Resident of the assessment roll for the parish of St. Landry for the year 1881, on file in this Office.
Witness my hand and Seal of office.
(Signed) W. T. Brasee, Auditor.

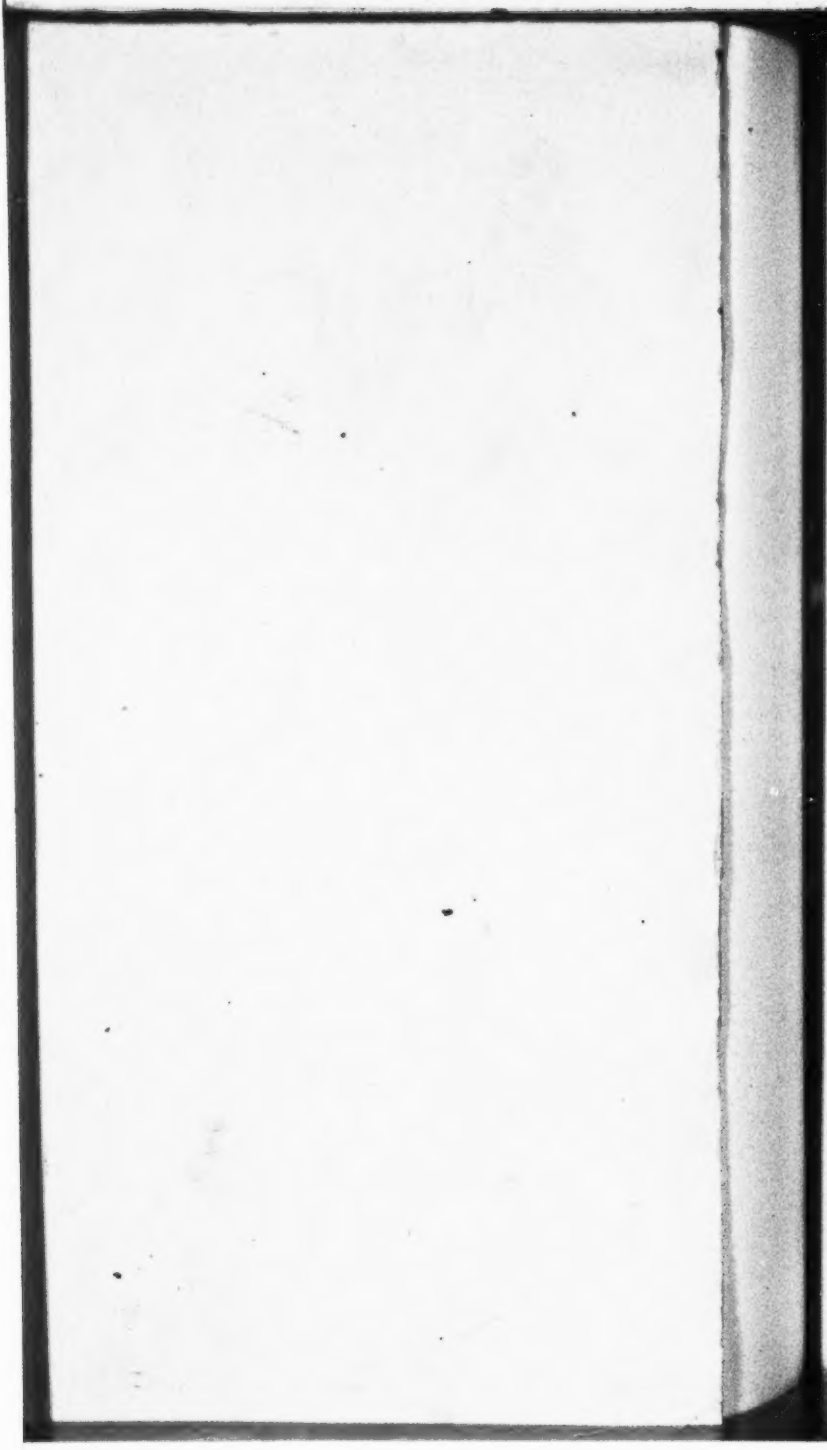
Exhibit "A"

Parish of ~~Orleans~~ St. Landry, ~~1880~~ 1881.

OF TAXATION.

	7 Number of Shares of Stock in all banks or banking associations in this State. The number of such shares of the stock of the bank or banking association.	8 Value of each share.	9 Total value of shares of stock in said association	10 Household Goods, Furniture and Effects, (not including Gold and Silver Plate, Jewelry and Watches)	11	12	13 Cash, Value of Machinery and Apparatus	14	15	16 Improvements, Gin and Presses in value.	17 Franchises, Patents, Copyrights, Trade-marks, Privileges and Charters; All Credits, and other ways of investments.	18 Stocks of all kinds, specifying each kind and their value.	19 All other articles of Value not enumerated, and every value, including Growing Crops, Fruits, planted up to date of the Assessment list.	Poll Tax	TOTAL
											240	240	144		240

(893)



834 Motion and Order for Time to File Brief.

NEW ORLEANS, MONDAY, November 16th, 1903.

The court was duly opened, pursuant to adjournment.

Present: Their honors, Francis T. Nicholls, chief justice, Joseph A. Breaux, Frank A. Monroe, Oliver O. Provosty, associate justices.

COCKRAN OIL & DEVELOPMENT CO.
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 14395.

On motion of Kenneth Baillio, Story & Pugh, and E. B. Dubuisson, of counsel, it is ordered by the court that they be granted a delay of 15 days from this date to file briefs in support of plaintiff's petition for a rehearing in this case.

Motion for Additional Time to File Briefs.

Supreme Court of Louisiana.

CORKRAN OIL AND DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET ET ALS. } No. 14593.

Now into this honorable court comes the Corkran Oil and Development Company, through its undersigned counsel and with respect represents:

That its said counsel have been unable to prepare and have printed the brief in support of its motion for a rehearing within the time originally granted by this honorable court;

835 That E. B. Dubuisson, one of its counsel, to whom has been assigned the duty of writing a portion of said brief, has, during the time heretofore granted been engaged in the trial of two capital cases and has had to make a trip to New Orleans to appear before this honorable court; that he has been unable, during said interval, to devote any attention to the task assigned him herein;

That an additional delay of fifteen days will be necessary to enable counsel to prepare said brief and have same printed.

Wherefore, the premises considered, appearer prays that an extension of fifteen days be allowed to it within which its counsel may prepare and submit their brief in support of appearer's application for a rehearing herein; and appearer prays for all general and equitable relief in the premises.

(Signed) KENNETH BAILLIO,
STORY & PUGH, AND
E. B. DUBUISSON,
Attorneys for Appearer.

(Endorsed:) No. 14,593. Supreme court of Louisiana. Corkran Oil & Development Co. *vs.* Laurent Arnaudet *et als.* Motion for additional time to file briefs. Entered and filed Nov. 30, 1903. (Signed) T. McC. Hyman, clerk.

Motion and Order for Additional Time to File Briefs.

NEW ORLEANS, MONDAY, November 30, 1903.

The court was duly opened, pursuant to adjournment.

Present: Their honors, Francis T. Nicholls, chief justice, Joseph A. Breaux, Frank A. Monroe, Oliver O. Provosty, Alfred D. Land, associate justices.

CORKRAN OIL AND DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET ET ALS. } No. 14593.

On motion of Kenneth Baillio, Story & Pugh, and E. R.
836 Dubuisson, of counsel; it is ordered by the court that they be granted an additional delay of fifteen days to prepare and file briefs in support of the plaintiff's petition for a rehearing in this case.

Rehearing Refused.

NEW ORLEANS, MONDAY, January 18th, 1904.

The court was duly opened pursuant to adjournment.

Present: Their honors, Francis T. Nicholls, chief justice, Joseph A. Breaux, Frank A. Monroe, Oliver O. Provosty, Alfred D. Land, associate justices.

COCKRAN OIL AND DEVELOPMENT COMPANY
vs.
LAURENT ARNAUDET, ARTHUR LATREILLE, ET ALS. } No. 14593.

It is ordered that the rehearing applied for in this case be refused.

837 Petition for Writ of Error.

The Supreme Court of the State of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
versus
LAURENT ARNAUDET, ARTHUR LATRIELLE, ET AL.

To the honorable the Chief Justice and the associate justices of the Supreme Court of the United States of America:

The petition of The Corkran Oil & Development Company, plaintiff and appellant in the above entitled cause, respectfully shows:—

That on the third (3rd) day of November, A. D. 1903, the honorable the supreme court of the State of Louisiana, rendered a decree and entered a judgment in this cause in favor of the defendants herein, and against the plaintiff, your petitioner, which said decree and judgment became final on the eighteenth (18th) day of January, in the year of our Lord one thousand nine hundred and four (1904).

That the said supreme court of the State of Louisiana is the highest court of said State in which a decision of this cause can be had.

That in said judgment and decree, and in the proceedings prior thereto, certain errors were committed to the prejudice of your petitioner, the plaintiff in said cause, all of which will appear in detail from the assignment of errors.

That in this case petitioner has claimed certain rights, titles, privileges and immunities under a certain act of Congress, dated February 10th, 1897, entitled—"An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana," (found in the United States Statutes,
838 at Large; vol. 29, page 517), in and to the following described property referred to in said act, to-wit: section forty-seven (47), township nine (9), south range two (2), west, containing five hundred and eighty—90/100 (580 90/100) acres of land, and situated in the parish of Acadia, State of Louisiana, and under a certain patent for said land, issued in pursuance *to* said special act of Congress, and that the decree and judgment of said supreme court of the State of Louisiana were adverse to the said rights and privileges of your petitioner.

That there was drawn in question in this case, the validity of paragraph No. 2, of article 233 of the constitution of the State of Louisiana, adopted in the year of our Lord one thousand, eight hundred and ninety-eight, act 105 of 1874, of said State, and article 3478 *et seq.* of the Revised Civil Code of said State, on the ground that the construction thereof, which would deprive petitioner of its rights, titles, privileges and immunities claimed under the aforesaid act of Congress, as aforesaid, was repugnant to the fourteenth amendment of the Constitution of the United States, which prohibits any person from being deprived of his property, rights and privileges without due process of law, and that the decree and judgment of the said supreme court of the State of Louisiana were in favor of said construction and adverse to the rights, titles, privileges and immunities thus claimed wherein manifest error has happened to the great damage and injury of petitioner.

That petitioner desires a writ of error from the said decree and judgment of the said supreme court of the State of Louisiana to the honorable, the Supreme Court of the United States.

Wherefore, petitioner prays that a writ of error may issue
839 in this behalf from the honorable, the Supreme Court of the United States to the supreme court of the State of Louisiana, for the correction of the errors so contained in the decree and judg-

ment of said supreme court of the State of Louisiana; that a transcript of the record, and the proceedings and papers in this case, duly authenticated, may be sent to the said Supreme Court of the United States.

And petitioner prays for all further general and special relief, and for such other orders as may be meet and proper in the premises.

(Signed) E. B. DUBUISSON,
(Signed) HAMPDEN STORY,
Of Counsel.

(Endorsed:) No. 14,693. Supreme court of Louisiana. Corkran Oil and Development Company, plaintiff in error, *versus* Laurent Arnaudet *et als.*, defendants in error. Petition for writ of error. Filed April 20, 1904. (Signed) T. McC. Hyman, clerk.

840 The Supreme Court of the State of Louisiana.

CORKRAN OIL & DEVELOPMENT COMPANY
versus
LAURENT ARNAUDET, ARTHUR LATRIELLE, ET AL. } 14593.

Assignment of Errors.

The plaintiff and appellant, The Corkran Oil & Development Company, in connection with its petition for a writ of error in the above entitled matter, makes the following assignment of errors, which it avers are to be found in the opinion, final judgment and decree of the honorable, the supreme court of the State of Louisiana, dated the eighteenth (18th) day of January 1904.

1st. That the said court erred in holding that the Aborn survey of 1816, which was a survey made without warrant, title or authority, legally operated, *ex proprio vigore*, a severance of the title and interest of the United States in and to the land in contest, as of that date:

2nd. That the said court erred in holding that it, (the court) was legally authorized to *presume* a title in Anthony Corkran, or his heirs as of the date of the Aborn survey of 1816, or prior thereto:

3rd. That the said court erred in holding that there ever existed any equitable, or other, title, in Anthony Corkran, or his heirs, prior to the special act of Congress of February 10th, 1897:

4th. That the said court erred in holding that the special act of Congress of February 10th, 1897, recognized the existence of
841 any equitable, or presumptive, or other, title in Anthony Corkran, or his heirs, prior to said act:

5th. That the said court erred in holding that the said special act of February 10th, 1897, recognized the laws of Louisiana in relation to taxation, and prescription, as applicable to the land in dis-

pute in this suit, prior to the passage of said special act of February 10th, 1897:

6th. That the said court erred in holding as valid a pretended tax sale of the property in dispute, made to one Henry Gellert in the year 1882, at a time when the title of said property was vested in the United States and subject to their control and disposition, and when said property was exempt from taxation by the laws of the State of Louisiana and of the United States, and its sale for taxes prohibited:

7th. That the said court, in holding that the laws of the State of Louisiana in relation to prescription, and the limitation statute enacted in article 233 of the Constitution of the State of Louisiana, for the year 1898, were applicable to the pretended tax sale of the property in contest in this suit, gave such a construction to said laws as would deprive petitioner of its property without due process of law, in violation of the fourteenth amendment of the Constitution of the United States:

8th. That the said court erred in holding that the property in controversy in this matter was subject to taxation before the same was segregated from the public domain by said act of Congress of February 10th, 1897:

9th. That the said court erred in giving precedence to a title originating under a pretended tax sale, from the State of Louisiana over a title originating under the authority of the United States, to-wit: the said act of Congress, of February 10th, 1897:

10th. That the said court erred in holding that the prescription of paragraph 2 of article 233 of the constitution of 1898, and
842 of articles 3478 *et seq.*, of the Revised Civil Code of said State, could validate an alleged tax deed, wherein the description of the property attempted to be conveyed was so indefinite and defective as to identify no property, without violating the provision of the 14th amendment of the Constitution of the United States which forbids any State to deprive any person of life, liberty or property, without due process of law:

11th. That the said court erred in rendering a decree and in entering a judgment herein in favor of defendants and against the plaintiff.

STORY & PUGH,
KENNETH BAILLIO, Attorneys,
HAMPDEN STORY, Of Counsel,
E. B. DUBUISSON, " "
For Plaintiff and Appellant.

(Endorsed:) No. 14,593. Assignment of errors. *In re* Corkran Oil & D. Co. *vs.* Laurent Arnaudent, Arthur Latrielle *et al.* Filed May 4, 1904. (Signed) T. McC. Hyman, clerk.

843 UNITED STATES OF AMERICA, ss:

[Seal of the Supreme Court of the United States.]

The President of the United States of America to the honorable the judges of the supreme court of the State of Louisiana, Greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court before you, or some of you, being the highest court of law or equity of the said State in which a decision could be had in the said suit between Corkran Oil and Development Company, plaintiff, and Laurent Arnaudet, Arthur Latreille, Eugene Houssiere, S. A. Spencer & Co., a partnership composed of S. A. Spencer, A. C. Wilkins, F. R. Jaencke, T. C. Mahaffey, and I. D. L. Williams, Crowley Oil & Mineral Co., James E. Barry, curator *ad hoc* of W. R. Keever, J. Dyer, and L. Stephens, Robert Montgomery curator *ad hoc* of S. M. Scott and James C. Beatty, and William M. Fitzhugh, defendants, No. 14,503, wherein was drawn in question the validity of a treaty or statute of, or an authority exercised under, the United States, and the decision was against their validity; or wherein was drawn in question the validity of a statute of, or an authority exercised under, said State, on the ground of their being repugnant to the Constitution, treaties, or laws of the United States, and the decision was in favor of such their validity; or wherein was drawn in question the con-
844 struction of a clause of the Constitution, or of a treaty, or statute of, or commission held under the United States, and the decision was against the title, right, privilege, or exemption specially set up or claimed under such clause of the said Constitution, treaty, statute, or commission; a manifest error hath happened to the great damage of the said plaintiff as by its complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same in the said Supreme Court at Washington, within 30 days from the date hereof, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the United States, the 14th day of April, in the year of our Lord one thousand nine hundred and four.

JAMES H. McKENNEY,
Clerk of the Supreme Court of the United States.

Allowed by
EDWARD D. WHITE,
Associate Justice of the Supreme
Court of the United States.

[Endorsed:] No. 14,593. Supreme court of Louisiana. Corkran Oil and Development Company, plaintiff in error, *versus* Laurent Arnaudet *et als.*, defendants in error. Writ of error. Filed April 20, 1904. T. McC. Hyman, clerk.

845 Copy Writ of Error.

UNITED STATES OF AMERICA, *ss:*

[SEAL.] The President of the United States of America to the honorable the judges of the supreme court of Louisiana, Greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court, before you, or some of you, being the highest court of law or equity of the said State in which a decision could be had in the said suit between Corkran Oil and Development Company, plaintiff, and Laurent Arnaudet, Arthur Latreille, Eugene Houssiere, S. A. Spencer & Co., a partnership composed of S. A. Spencer, A. C. Wilkins, F. R. Jaencks, T. C. Meaffey and J. D. L. Williams, Crowley Oil & Mineral Co., James E. Barry, curator *ad hoc* of W. R. Keever, J. Dyer and L. Stephens, Robert Montgomery, curator *ad hoc* of S. M. Scott and James C. Beatty, and William M. Fitzhugh, defendants, No. 14,593, wherein was drawn in question the validity of a treaty, or statute of, or an authority exercised under, the United States, and the decision was against their validity; or wherein was drawn in question the validity of a statute of, or an authority exercised under, said State, on the ground of their being repugnant to the Constitution, treaties, or laws of the United States, and the decision was in favor of such their validity; or wherein was drawn in question the construction of a clause of the Constitution, or of a treaty, or statute of, or commission held under the United States, and the decision was against the title, right, privilege, or exemption specially set up or claimed under such clause of said Constitution, treaty, statute, or commission; a manifest error hath happened to the great damage of the said plain-
846 tiff as by its complaint appears. We being willing that error if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same in the Supreme Court at Washington, within 30 days from the date hereof, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct the error, what of right and according to the laws and customs of the United States, should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the United States, the 14 day of April, in the year of our Lord one thousand nine hundred and four.

(Signed) JAMES H. McKENNEY,
Clerk of the Supreme Court of the United States.

Allowed by
(Signed) EDWARD D. WHITE,
Associate Justice of the Supreme Court
of the United States.

(Endorsed:) No. 14,593. Supreme court of Louisiana. Corkran Oil and Development Company, plaintiff in error, *vs.* Laurent Arnaudet *et als.*, defendant- in error. Writ of error. Copy of writ of error lodged in the clerk's office of the supreme court of the State of Louisiana, at New Orleans, in pursuance of the statute in such cases made and provided, this 20th day of April, one thousand nine hundred and four. E. B. Dubuisson, Hampden Story, attorneys for plaintiff in error. Filed April 20, 1904. (Signed) T. McC. Hyman, clerk.

847 Bond for Writ of Error.

Know all men by these presents, that we, Corkran Oil and Development Company, a corporation organized under the laws of the State of Louisiana, as principal, and The United State- Fidelity – Guaranty Co. of Baltimore, as sureties, are held and firmly bound unto Laurent Arnaudet, Arthur Latreille, Eugene Houssiere, S. A. Spencer & Co., a partnership composed of S. A. Spencer, A. C. Wilkins, F. R. Jaencke, T. C. Meaffey and J. D. L. Williams, Crowley Oil & Mineral Co., James E. Barry, curator *ad hoc* of W. R. Keever, J. Dyer and L. Stephens, Robert Montgomery curator *ad hoc* of S. M. Scott and James C. Beatty, and William M. Fitzhugh, in the full and just sum of one thousand and 00/100 dollars to be paid to the said Laurent Arnaudet and others above named their certain attorney, executors, administrators or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this 21st day of March, in the year of our Lord one thousand nine hundred and four.

Whereas, lately at a session of the supreme court of the State of Louisianain a suit depending in said court, between the said Corkran Oil and Development Company, plaintiff, against the said Laurent Arnaudet and others No. 14,593 on the docket of said court judgment was rendered against the said Corkran Oil and Development Company on the 3rd day of November A. D. 1903 which became final on the 18th day of January A. D. 1904, and the said Corkran Oil and Development Company having obtained a writ of

error and filed a copy thereof in the clerk's office of the said court to reverse the said judgment in the aforesaid suit, and a citation directed to the said Laurent Arnaudet and others obligees in this bond citing and admonishing them to be and appear at a
848 Supreme Court of the United States, at Washington, within thirty days from the date thereof.

Now, the condition of the above obligation is such, that if the said Corkran *Oil* and *Development* Company shall prosecute its said writ of error to effect, and answer all damages and costs if it fail to make its plea good, then the above obligation to be void; else to remain in full force and virtue.

(Signed) COCKRAN OIL & DEVELOPMENT CO., [SEAL.]
By E. B. DUBUISSON, Its Att'y. [SEAL.]
THE UNITED STATES FIDELITY — GUARANTY CO., [SEAL.]
(Signed) By R. L. EMERY, Ag't & Att'y.
(Signed) J. ZACH SPEARING, Att'y. [SEAL.]

Sealed and delivered in presence of—

(Signed) WM. V. SEEBER.
(Signed) ANDREW H. WILSON.

In my opinion the surety on this bond is good.
New Orleans, La., March 21, 1904.

(Signed) CHARLES PARLANGE,
U. S. District Judge.

Approved by:

(Signed) EDWARD D. WHITE,
Associate Justice of the Supreme Court of the United States.

(Endorsed:) No. 14593. Supreme court of Louisiana. Corkran Oil and Development Company, plaintiff in error, *vs.* Laurent Arnaudet *et als.*, defendants in error. Bond for writ of error. Filed April 20, 1904. (Signed) T. McC. Hyman, clerk.

849 UNITED STATES OF AMERICA, ss :

To Laurent Arnaudet, Arthur Latreille, Eugene Houssiere, S. A. Spencer & Co., a partnership composed of S. A. Spencer, A. C. Wilkins, F. R. Jaencke, T. C. Mahaffey, and I. D. L. Williams; Crowley Oil & Mineral Co., James E. Barry, curator *ad hoc* of W. R. Keever, J. Dyer, and L. Stephens; Robert Montgomery, curator *ad hoc* of S. M. Scott and James C. Beatty, and William M. Fitzhugh, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, at Washington, within 30 days from the date hereof, pursuant to a writ of error, filed in the clerk's office of the supreme court of the State of Louisiana wherein Corkran Oil and Development Company is plaintiff in error and you are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Edward D. White, associate justice of the Supreme Court of the United States, this 14th day of April, in the year of our Lord one thousand nine hundred and four.

EDWARD D. WHITE,
Associate Justice of the Supreme Court
of the United States.

On this third day of May, 1904, before me, Edward N. Pugh, Jr., a notary public, duly commissioned and qualified, in and for the parish of Acadia, State of Louisiana, personally appeared the subscriber Oscar H. Terwilliger, a citizen of the State of Louisiana and over the age of majority, and residing in the city of Crowley, parish of Acadia, State aforesaid, and makes oath that he delivered true copies of the within citation to Donelson Caffery, Jr., a member of the law firm of Don Caffery & Son, composed of Donelson Caffery and Donelson Caffery Jr., having their place of business in the town of Franklin, parish of St. Mary, State of Louisiana, one of the attorneys of record, representing Laurent Arnaudet, Arthur Latreille, Eugene Houssiere and William M. Fitzhugh, by leaving and personally delivering to the said Donelson Caffery Jr. at his office in the said town of Franklin, true copies of the within citation, on the 2nd. day of May, 1904, for each of the said defendants in error and represented by him as their attorney of record in the suit of The Corkran Oil & Developement Company *vs.* Laurent Arnaudet, Arthur Latreille *et als.* No. 14,593 of the docket of the supreme court of the State of Louisiana.

OSCAR H. TERWILLIGER.

Sworn and subscribed the 3rd day of May, A. D. 1904.

[Seal of E. N. Pugh, Jr., Notary Public, Parish of Acadia, La.]

E. N. PUGH, JR.,
Notary Public.

850 On this third day of May, 1904, before me, Edward N. Pugh Jr. a notary public, duly commissioned and qualified, in and for the parish of Acadia, State of Louisiana, personally appeared the subscriber, Oscar H. Terwilliger, a citizen of the State of Louisiana and over the age of majority, and residing in the city of Crowley, parish of Acadia, State aforesaid, and makes oath that he delivered true copies of the within citation to Philip J. Chappuis, attorney at law in the city of Crowley, parish of Acadia, State of Louisiana, and one of the attorneys of record for S. A. Spencer & Co., composed of S. A. Spencer, A. C. Wilkins, F. R. Jaenke, T. C. Mahaffey and I. D. L. Williams a true copy of the within citation for each of the defendants in error, represented by him as attorney at law.

And the said Oscar H. Terwilliger further makes oath that he delivered a true copy of the within citation to Thomas R. Smith, attorney at law, a member of the law firm of Lewis & Smith and attorney of record for the Crowley Oil & Mineral Company, defendants in error, delivering the said copy to him in the city of Crowley, parish of Acadia, State of Louisiana, on the 3rd. day of May, 1904.

And the said Oscar H. Terwilliger further makes oath that on the 3rd. day of May, 1904, he personally delivered to James E. Barry, attorney at law, and the curator *ad hoc*, representing L. Stephen, W. R. Keever and John Dyer a true copy of the within citation for each of the said defendants in error.

And the said Oscar H. Terwilliger further makes oath that on the said 3rd. day of May, 1904, he delivered a true copy of the within citation to Robert Montgomery, attorney at law, and curator *ad hoc*, at his office in the city of Crowley, representing of record S. M. Scott and James C. Beatty.

OSCAR H. TERWILLIGER.

Sworn to and subscribed the 3rd day of May, A. D. 1904.

[Seal of E. N. Pugh, Jr., Notary Public, Parish of Acadia, La.]

E. N. PUGH, JR.,
Notary Public.

[Endorsed:] No. 14,593 Supreme court of Louisiana Corkran Oil and Development Company *v.* Laurent Arnaudet, Arthur Latreille *et al.* Citation in error and return of service Filed May 4, 1904 T. McC. Hyman clerk

851 Clerk's Certificate.

UNITED STATES OF AMERICA,
State of Louisiana.

Supreme Court of the State of Louisiana.

I, Thomas McCabe Hyman, clerk of the supreme court of the State of Louisiana, do hereby certify that the foregoing eight hundred and fifty pages, contain a full, true and complete copy of the proceedings had in the 18th judicial district court for the parish of Acadia, in a certain suit wherein The Corkran Oil and Development Company were plaintiffs, and Laurent Arnaudet, Arthur Latreille and others were defendants, and also of all the proceedings had in this supreme court on the appeal taken by said plaintiffs, which appeal is now on the files thereof, under No. 14,593.

In testimony whereof I have hereunto set my hand, and affixed the seal of said court at the city of New Orleans, this fifth day of May, *anno Domini*, one thousand nine hundred and four and in the one hundred and twenty-eighth year of the Independence of the United States of America.

[Seal Supreme Court of the State of Louisiana.]

T. McC. HYMAN, Clerk.

Endorsed on cover: File No. 19,340. Louisiana supreme court. Term No. 249. Corkran Oil & Development Company, plaintiff in error, *vs.* Laurent Arnaudet, Arthur Latreille, Eugene Houssiere, *et al.* Filed May 9", 1904. File No. 19,340.

FILE COPY.

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FILED
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JAMES H. McKENNEY,
Clerk

Supreme Court of the United States.

OCTOBER TERM 1904.

No. ~~249~~. 22.

CORKRAN OIL & DEVELOPMENT COMPANY,
PLAINTIFF IN ERROR

vs.

LAURENT ARNAUDENT, ARTHUR LATRIELLE,
EUGENE HOUSSIERE ET AL.

IN ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

BRIEF FOR PLAINTIFF IN ERROR.

HAMPDEN STORY,
E. B. DUBUISSON,
KENNETH BAILLIO,
Attorneys for Plaintiff in Error.

The L. Graham Co., Ltd., N. O.

Supreme Court of the United States.

OCTOBER TERM 1904.

No. 249.

CORKRAN OIL & DEVELOPMENT COMPANY, PLAINTIFF IN ERROR

vs.

LAURENT ARNAUDENT, ARTHUR LATRIELLE, EUGENE HOUSSIERE ET AL.

IN ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

BRIEF FOR PLAINTIFF IN ERROR.

STATEMENT OF THE CASE.

This is a petitory action, instituted according to the forms of the Louisiana Code of Practice, in the State District Court of Acadia Parish, Louisiana, against the defendants, as the possessors, and for the recovery of, Section 47, Township 9 South, Range Two West, Louisiana Meridian, containing five hundred and eighty acres, and 90-100 acres, situated in Acadia Parish, Louisiana.

The petition sets out that said land was claimed by Anthony Corkran, otherwise spelt "Cochran," (who died about the year 1818), during his lifetime, was afterwards claimed by his heirs, and that the title to said land was finally granted to the heirs and legal representatives of said Anthony Corkran by private act of Congress entitled "An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana, approved February 10, 1897," and in pursuance to which grant of title a patent was thereafter issued to the heirs and legal representatives of Anthony Corkran. The plaintiff coporation claims title by purchase from these heirs, and alleging that the defendants are possessors without title, it prays for judgment decreeing it to be the owner of the property, and ordering it to be placed in possession of same, with reservation of its rights to thereafter sue for rents and for damages or injuries to the property.

The defendants before answering, filed certain exceptions, and estoppels, which were all overruled, and they thereupon answered in substance that the land claimed by plaintiff had been assessed, and sold for taxes in the year 1882, by the the Tax Collector of St. Landry Parish, and at such sale the same was adjudicated to one Henry Gellert, from whom, by mesne conveyances, the present defendants acquired title and ownership. They affirm the validity of the tax sale, and especially pleaded thereunder, as well as under the titles derived therefrom, the prescription of ten years prescribed by article 3478 of the Louisiana Civil Code, the five years' prescription under act 105 of the Legislature of Louisiana of the year 1874,

and the Constitutional limitation and bar of article 233 of the Constitution of the State of Louisiana of the year 1898. They also averred that the act of Congress of February 10, 1897, validated and confirmed their alleged "equitable titles" to the property.

Subsequently, on the trial of the cause, judgment was rendered in favor of the defendants by the 18th Judicial District Court of Acadia Parish, Louisiana. From this judgment, plaintiff prosecuted an appeal to the Supreme Court of the State of Louisiana, and on the 18th day of January, A. D. 1904, said judgment was, by said Court, after hearing, affirmed. The judgment of the Supreme Court of the State of Louisiana, by writ of error, is brought here for review, jurisdiction being founded upon several Federal questions duly propounded, raised, and adjudicated, adversely to the plaintiff, by the District Court of Acadia Parish, Louisiana, and by the Supreme Court of the State of Louisiana, these questions being summarized in the assignment of errors in this case.

The Supreme Court of the State of Louisiana is the Court of last resort by which the issues in this suit could be litigated by appeal or otherwise, before being brought up for review by this Court.

FACTS.

Anthony Corkran died in St. Landry Parish about the year 1818. He doubtless made, during his life, some sort of claim to the land which is the subject matter of this suit, for in the preliminary surveys made by the United States surveyors of the territory in which this land is situated, it is designated on the plats of survey as "claimed

by Anthony Corkran." It was first thus designated on these plats in 1874, as section 47, these plats merely evidencing a location in place by the words written across their face, "no confirmation found." It does not appear that he or his heirs ever had possession of the land.

It appears from the reports submitted by the Surveyor General of Louisiana, to the Commissioner of the General Land Office, in the years 1874 and 1877, and extracts from which are embodied in Senate Executive Document No. 111, presenting a statement of facts on which Congress acted in granting this land to the heirs and legal representatives of Anthony Corkran, that application had frequently been made to enter this land (and other lands in the same condition) under the provisions of the United States Statutes, but these applications were all denied, the officers of the Land Department of the United States holding that, owing to the "claims" on these lands, that they were in a state of reservation. In like manner they refused to recognize or approve the "claims" made by the several claimants to these lands, and referred the final disposition of these lands to Congress. These lands continued in this state of reservation until Congress on the 10th day of February, 1897, passed an act granting these lands to the original claimants. Among these lands is the tract in contest in this suit, described and located as Section 47 in Township Nine South of Range Two West, situated in the limits of the present parish of Acadia, formerly a part of St. Landry Parish.

From the earliest surveying operations until 1882, the lands remained unoccupied. In 1881 an assessment of the following lands appears on the assessment rolls of the

parish of St. Landry in the name of Anthony Corkran: "480 acres in T. 9 S. R. 2 W.," and in 1882, the Tax Collector of St. Landry Parish sold and adjudicated, under said assessment, the following land to Henry Gellert, for the sum of twenty-five dollars:

"Four hundred and eighty acres of land situated in the lower part of Mamouth, on Bayou des Cannes, being in Township Nine South of Range Two West, being the property of Anthony Corkran or his heirs, as per assessment roll of the State of Louisiana of the year 1881."

With this deed Henry Gellert took possession of about sixty acres of Section 47, Tp. 9 S., R. 2 W., and thereafter by sundry mesne conveyances the property was sold to several of the defendants in this suit, who, in turn executed leases of portions of it to the other defendants. Such was the status of these lands when the present suit was instituted by the heirs of Anthony Corkran in 1901.

STATEMENT OF ISSUES.

As this suit was originally instituted in one of the District Courts of Louisiana, and as the system of practice in this state is peculiar and differs entirely from the common law system of practice prevailing in the other states of the Union, we proceed to state how and in what manner the Federal questions at issue in this suit were raised in the lower court, and passed upon by the trial court, and afterwards by the Supreme Court of the State of Louisiana. This suit is in the form of a simple petitory action, instituted against the possessors of the property, and is expressly authorized by Article 5 of the Code of Practice of the State of Louisiana, which reads as follows:

"Art. 5. The petitory action is that by which he who has the property of a real estate, or of a right upon, or growing out of it, proceeds against the person having the possession, in order to obtain the possession of the immovable property, or the enjoyment of the rights upon it to which he is entitled."

The plaintiff corporation claimed to be the owner of the property in contest in this suit, as the assignee of the heirs of Anthony Corkran, and averred that these heirs had acquired the land by and through an Act of Congress, dated February 10, 1897, (U. S. Statutes at Large, Vol. 29, p. 517), in the following words, taken from the Patent issued thereunder, viz:

"Whereas, by the Act of Congress approved February tenth, A. D. one thousand eight hundred and ninety-seven, entitled 'An Act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana,' it is provided—

"'That all the right, title and interest of the United States in and to the lands situate in the State of Louisiana, known as the located but unsonfirmed private land claims therein, aggregating about eighty thousand acres, and specifically described in the list or tabular statement accompanying the report, dated February nineteenth, eighteen hundred and eighty, made by the Surveyor General of Louisiana to the Commissioner of the General Land Office, under a resolution of the United States Senate of December second, eighteen hundred and seventy-nine, and which report and list were communicated to the Senate by the Secretary of the Interior on March eighth, eighteen hundred and eighty, as Senate Executive Document Numbered One hundred and eleven, Forty-Sixth Congress, second session, shall be, and the same are hereby, directed to be granted, released, and relinquished by the United States, in fee simple, to their respective owners of the equitable titles thereto, and to their respective heirs and assigns for-

ever, as fully and completely, in every respect whatever, as could be done by patents issued therefor according to law.

" Sec. 2. That nothing contained in thas Act shall in any manner abridge, divest, impair, injure, or prejudice any valid right, title, or interest of any person or persons in or to any portion or part of the lands mentioned in said first section, the true intent of this Act being to relinquish and abandon, grant, give, and concede any and all right, interest and estate, in law or equity, which the United States is or is supposed to be entitled to in said lands, in favor of all persons, estates, firms, or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription, in the absence of the said interest and estate of the United States.

"Sec. 3. That the Department of the Interior shall cause patents to issue for such lands, and such patents shall issue in the name of the original claimant as appears in the list or schedule aforesaid, and when issued shall be held to be for the use and benefit of the true and lawful owners as provided in sections one and two of this Act.

"*And Whereas,* the private land claim of *Anthony Corkran,* appears in the list of claims embraced in the aforesaid Senate Executive Document numbered one hundred and eleven, and, therefore, stands confirmed and entitled to a patent under the terms of the Act of Congress hereinbefore recited.

"*And Whereas,* the aforesaid claim has been regularly surveyed as Section forty-seven in township nine south range two west in the South Western District of Louisiana, containing five hundred and eighty acres and ninety hundredths of an acre, as appears by the plat and descriptive notes thereof on file in the General Land Office of the United States, duly approved by Charles F. Dickinson, U. S. Surveyor General for the State of Louisiana, on the thirtieth day of October, one thousand eight hundred and ninety-seven, which said plat and descriptive notes are herein inserted and made a part of these patents, and are in the words and figures following, to wit: * * * *."

"*Now Know Ye,* That the United States of America, in consideration of the premises herein set forth, and in conformity with the provisions contained in sections one and three of the aforesaid Act of the tenth day of February, one thousand eight hundred and ninety-seven, *Has Given* and *Granted* and by these presents *Does Give and Grant* unto the said *Anthony Corkran* and to his heirs and assigns the tract of land embraced and described in the foregoing survey:

"*To Have* and *To Hold* the said tract of land with the appurtenances unto the said *Anthony Corkran,* his heirs, assigns and successors in interest forever. * * * *" Record pages 110, 111, 112, 113.

The plaintiff prayed to be decreed the owner of said property, and for possession, and for a reservation of its further rights against the possessors for rents, damages to the property, etc.

The defendants (pretermitting a mention of the exceptions which were overruled, and which are not before this Court for review) answered substantially: that they had acquired the land in contest by mesne conveyances from one Henry Gellert, who had purchased said property at a public tax sale thereof made by the sheriff and tax collector of St. Landry Parish (where the land was then situated, though same is now within the limits of the Parish of Acadia, created in 1886) on the 27th day of December, 1882, for the taxes due and delinquent for the year 1881, and under said titles they pleaded the prescription of three, five and ten years, and the limitation provisions of article 233 of the Constitution of the State of Louisiana for the year 1898. They further averred that though the aforesaid Act of Congress of February 10, 1897, in terms, granted said land to "Anthony Corkran and to

his heirs and assigns," yet in law and equity, and under the terms of said Act, the said grant enured to their benefit as the transferees under the aforesaid tax sale and mesne conveyances above referred to. They accordinly prayed for judgment in their favor, and for the dismissal of plaintiff's suit at its costs.

Now, under the Louisiana system of practice and procedure, replication or rejoinder, by a plaintiff is not permitted, but all matters of defense, whether of fact or of law, are held to be traversed, and tacitly put at issue by the plaintiff, without special plea, and all defenses set up are open to every objection of law and fact, in like manner as if said objections had been specially pleaded. Article 329 of the Code of Practice of the State of Louisiana provides:

"When the defendant, in his answer alleges on his part new facts, these shall be considered as denied by the plaintiff, therefore neither replication nor rejoinder shall be admitted."

See also the following cases:

Planters Bank vs. Allard, 8 N. S. 141, La. Reports;
Daquin et al vs. Coiron, 3 La. 392, La. Reports;
Bruce vs. Stone et al, 5 La. 4, La. Reports;
Muse Syndic vs. Yarborough et al, 11 La. 533, La. Reports;
Holliday vs. Marioneau, 9 Rob. 505, La. Reports;
Riley vs. Wilcox, 12 R. 648, La. Reports;
Swilley vs. Low, 13 A. 412, La. Reports;
Thompson vs. Whitbeck, 47 A. 49, La Reports;
Willis vs. Cypress Co., 108 La. 255, La Reports.

On the trial, the plaintiff, availing itself of this rule of practice, when the defendants sought to offer in evidence a certified copy of the tax sale to Henry Gellert, of date

December 27, 1882, which was an entirely "new fact," or issue, interjected into the case by the answer of defendants, objected to the introduction of same in evidence in the following words:

"This offering is objected to by counsel for plaintiff on the grounds that this act is irrelevant and inadmissable, as it does not affect the issues of this suit, as it does not comprehend the property involved in this suit; also that it is too vague and indefinite in location as the property cannot be properly identified; and further that there is nothing to show in the evidence that the United States ever parted with its title up to 1897. * * * *" See Bill of Exceptions, p. 106 of Record.

This point was argued and pressed in the trial court, for the Judge of that Court, in passing upon and overruling it, thus states the position taken by the plaintiff:

"* * * * * * It is contended that this land was not subject to taxation prior to the year 1897, because said land formed a part of the public domain and was not segregated therefrom prior to February 10, 1897." See p. 479 of Record.

"It is contended that the land was not severed from the public domain until the passage of this act, and the issuance of the patent thereunder. * * * * * *" (p. 481 of Record).

"* * * * * * I am therefore of the opinion and hold that the land in controversy was subject to taxation and sale for non-payment of taxes." (p. 482 of Record).

The Supreme Court of Louisiana, in like manner overruled this objection, and thus states the points made, and the position of the plaintiff, in error, before this Court, in the following language:

"* * * * * * The plaintiff, claiming as the assignee or vendee of the heirs of Corkran at a sale made to

it on the .... day of ..... contends that the land patented to Anthony Corkran or his heirs was not subject to state taxation prior to the year 1897, as until that date the land was not segregated from the public domain, but belonged to the United States, and was by reason of that fact exempt from taxation, and therefore any sale made by the State of Louisiana in enforcement of taxes alleged to be due to it, was an absolute nullity; also that no prescriptions could run in favor of the tax purchaser because of the radical character of the defect in the title, and further because no prescription could run against the United States." (Page 536 of Record. 111 La. Ann. Reports 573).

"* * * * * In the present instance plaintiff urges the tax title was an absolute nullity because the description of the property to be sold is too indefinite to transfer any property whatever."

The District Court and the Supreme Court of the State of Louisiana again state the position of the plaintiff in error, taken on the trial of the cause, as follows:

"* * * * * * It is now contended that the land was not severed from the public domain until the passage of this act (Feb. 10, 1897) and the issuance of the patent thereunder * * * *." (See opinion of District Judge, p. 481 of Record. Judgment and opinion of Supreme Court of Louisiana, p. 538 of Record. 111 La. Ann. Reports 576).

In overruling the objections of the plaintiff corporation, (plaintiff in error here), to the introduction in evidence of the Gellert tax sale of 1882, the District Judge thus states his interpretation of the private act of Congress of February 10, 1897:

"* * * * * * The act of Congress is in fact but a quit claim, a relinquishment or abandonment by the government of whatever rights it had or may have had to the

land in favor of *qui de droit*. It remits all parties in interest to the courts of Louisiana, the matter to be determined by the Laws of Louisiana. Williams vs. Close, 12 Ann. 873; Sackett vs. Hooper, 3 La. 107. (See p. 481 of Record) 111 La. Ann. Reports 576-577.

And again:

"* * * * * *The act is a relinquishment in favor of such persons as would, under the laws of Louisiana, be the true, legal and equitable owners of such land in the absence of any claim or title in the United States, enabling all persons who, under the laws of Louisiana, might, to maintain a prescription against the United States, and all persons claiming under or through them. The Government practically and substatnially never claimed this land as belonging to it, and as forming part of the public demain." (Page 482 of Record. 111 La. Reports 577).

These views of the trial Judge are quoted appovingly, and adopted, by the Supreme Court of the State of Louisiana, as can be seen from its decision in this case, copied into the Record of this suit, and from the report of the case in the 111 La. Ann. Reports, p. 563 *et seq.* Now, after quoting these views of the trial Judge, the Supreme Court thus states the position taken adversely to these views by the plaintiff and appellant (plaintiff in error here)—and we will here remark that the brief from which the statements are taken, was practically the same brief submitted by plaintiff to the Judge of the trial Court:—

"First. That no title of any kind has been shown to exist in Anthony Corkran or his heirs prior to 1897—neither Spanish or French grant, cash certificate, homestead or other certificate of entry, Spanish requete or grant, or any other title in the nature of an equitable title in him or to his heirs prior to 1897.

"Second. That the only equity possessed by Anthony

Corkran or his heirs to the land in contest prior to 1897 was the equity or claim founded on naked possession.

"Third. That no confirmatory grant or concession ripened the equity derived from the naked possession into a title was ever made to Anthony Corkran or his heirs prior to 1897.

"Fourth. That the first, only, and original title of Anthony Corkran or his heirs was derived from the special act of Congress of February 10, 1897, this being the first confirmation or grant founded upon his equity of naked possession; and thus it appears that the legal and the equtable title in Anthony Corkran or his heirs arose at the same time, to-wit, February 10, 1897.

"Under this statement of facts, we found (predicate) the following propositions of law:

"First. That in 1882, when the sale of the land in contest was made, the property purported to be conveyed by the tax deed was the property of the government, and was therefore exempt from taxation by both state and federal law.

"Second. That, if sold, the pretended tax sale thereof was absolutely void, and that the tax sale thereof could convey no right or title to the tax purchaser, and that the right of the claimant through a patent from the government could not be divested or defeated by any state statute or constitutional provision of a curative or remedial nature purporting to divest the right or limit the remedy * * * * * * ." Pages 539 *et seq.*

"* * * * * * The land in controversy in this suit, as we shall contend, falls under the last category, to wit, a grant from the Congress of the United States. There is not a scintilla of evidence in the record of any written or verbal grant, either from the French or Spanish government, dating back to the occupation of the present territory of Louisiana by the sovereigns of these countries. Neither is there any evidence of any survey or location of the land under an order of survey of the Spanish or French government or authorities prior to the treaty of

Louisiana. Neither is there in the record any evidence of any sort of claim submitted to the board of commissioners organized in pursuance of the treaty of cession to pass upon inchoate or incomplete titles to properties situated in the territory of Louisiana, and existent at the time of the treaty of cession. There is not the faintest suggestion of the issue of any certificate, warrant, or patent prior to the year 1897. In fact, the only evidence in this record of the existence of any right or claim in Anthony Corkran or his heirs or assigns is the special act of Congress introduced in evidence in this suit, and bearing date February 10, 1897.

"If we be correct in the foregoing propositions of fact, it becomes clear, as a legal proposition, that the legal severance of the title of the United States to and in Sec. 47, T. 9 S., R. 2 W., only took place at the date of the said special act of Congress, to wit, February 10, 1897." Page 540.

"* * * * * * Plaintiff's counsel, in their brief in its behalf, say: 'We admit that Anthony Corkran prior to February 10, 1897, and prior to his death, on or about 1818, had made some sort of a claim to the land in dispute in this suit, but it is equally clear form the evidence that claim had not ripened into a grant from any antecedent sovereign of the soil, nor had it ever been confirmed or recognized by the United States prior to the passage of the act of Congress of February 10, 1897. It is evident that a claim is, not only legally speaking, but in ordinary parlance, clearly distinguishable from a grant or title. A 'claim' is defined in the Century Dictionary (verbo 'claim') as ' the thing claimed or demanded; specifically, a piece of public land which a squatter or settler marks out for himself with the intention of purchasing it when the government offers it for sale; as, 'he staked out a claim.' "

"A grant, on the contrary, has a distinctly broader meaning. It implies an acquired right, and is described by Mr. Bouvier as applicable to the conveyance of in-

corporeal rights. But in the larger sense the term comprehends anything that is granted or passed from one to another, and is applied to every species of property. It therefore necessarily implies a title or vested right in the grantee from the grantor, and has a much more pregnant significance than a claim. Not only did Anthony Corkran or his heirs up to 1897 have a mere claim, but that claim remained in an inchoate condition until the act of Congress of February 10, 1897, ripened it into a grant. Then, and then only, did the land in dispute pass into the domain of private property, and become the subject of contracts, and amenable to the laws of prescription and other laws. Then only did it become subject to taxation, for, as long as it remained the property of the sovereign, under the authorities quoted, it clearly was not liable to state taxation. Under these circumstances, the land was not liable to any species of state taxation until the 10th of February, 1897."

From the foregoing statement of the points raised, passed upon, and decided, adversely to the plaintiff in error here, both by the trial court, and by the Supreme Court of Louisiana, it sufficiently appears without any other references which might be given, that the following Federal and Constitutional questions are now presented for review by this Court, under the writ of error granted in this case, viz:

SPECIFICATION OF ERRORS.

1st. Whether the land in contest in this suit was severed from the public domain prior to the special act of Congress of February 10, 1897?

2nd. Whether the United States, by said act of Congress, or in other lawful manner, recognized any prior equitable title in Anthony Corkran or in anyone else?

3rd. Whether, under the terms and provisions of said

act of February 10, 1897, or independently of it, said land was, prior to the date of said act, subject to the laws of the State of Louisiana in relation to taxation, prescription, contract, and the like?

4th. Whether the purported tax sale to Henry Gellert in the year 1882, is not, essentially and intrinsically, radically null and void, because at the date thereof said property, as the property of the United States, was beyond the jurisdiction of the revenue officers of the State of Louisiana?

5th. Whether said purported tax sale is not intrinsically, and radically, void, for the reason that on its face, and by its terms, it purports to convey no definite, or certain, property?

6th. Whether the "void" in the descriptive terms of said purported tax deed is legally reformable by any species of evidence, documentary or oral?

7th. Whether said purported tax sale can legally support the prescription of ten years under article 3478 of the La. Civil Code?

8th. Whether a statute of limitations was intended to be comprised and included by the terms "* * * laws of Louisiana, including the laws of prescription, * * *" used in the special act of Congress of February 10, 1897—and if so, whether said purported tax sale can legally serve as a basis for the limitation statute of the State of Louisiana, (Article 233 of Const. of 1898)?

9th. Whether the mesne conveyances declared upon by the defendants can support, or be the basis of the ten years' prescription under article 3478 of the Louisiana Civil Code?

10th. Whether the construction placed by the Supreme Court of the State of Louisiana, upon the laws of prescription, and the limitation statute of that State, by which the same were held to apply to a tax sale of the property of the United States, does or does not violate the 14th Amendment of the Constitution of the United States?

11th. Whether a description in a tax deed which is so indefinite as to identify, and describe, no specific property, can be validated by any prescriptive or limitation statute, or if construed to do so, without violating the 14th amendment to the Constitution of the United States?

12th. Whether the titles exhibited by the defendants are "valid," and whether they are the "true and lawful owners" within the intendment of said act of Congress of February 10, 1897?

The above questions are comprised and summarized in the assignments of error accompanying the petition for a writ of error in this case. That they are questions involving necessarily the interpretation of an act of Congress respecting the public lands of the United Staes, the title of the Government therein and thereto, the disposition of the same, and the application and constitutionality of the laws of the State of Louisiana in relation to the same as interpretated by the highest Court of the State —and therefore Federal questions—seems almost elementary as a proposition of law.

Authorities:

Judiciary Act, Sec. 25 of act Sept. 24, 1789 amended Rev. St. 709;
Martin vs. Hunter, 1 Wheat 304;
Bagwell vs. Broderick, 13 Peters 436;

Choteau vs. Eckhart, 2 How. 372;
Rector vs. Ashley, 6 Wallace 142;
Cunningham vs. Ashlay, 14 How. 377;
Hussman vs. Durham, 165 U. S. 144.

The record, containing the statement of facts, and the decision, present these questions:

Armstrong vs. Treasurer, 16 Pet. 285;
Walker vs. Villivas, 6 Wall 128.

SYLLABUS.

1. The decison of a state court against a right or title to land set up under an act of Congress is reviewable in the Supreme Court of the United States.

Judiciary Act, Sec. 25, Sec. 709, U. S. Statutes;
Johnson vs. Townley, 13 Wall 440, 18 L. ed. 485;
Silver vs. Ladd, 6 Wall 440, 18 L. ed. 828;
Atherton vs. Fowler, 91 U. S. 143, 23 L. ed. 265;
Glasgow vs. Baker, 128 U. S. 560, 32 L. ed. 513, 9 Sup. Ct. Rep. 154;
Minnesota vs. Bachelder, 1 Wall 109, 17 L. ed. 102;
Cohens vs. Virginia, 6 Wheat 264;
Martin vs. Hunter, 1 Wheat 304;
Crowell vs. Randall, 10 Pet. 368.

2. By the Treaty of Cession of the Territory of Louisiana to the United States, all land embraced in the territory became at once a part of the public domain of the United States, excepting such *complete* grants as had been made by the previous sovereigns of the soil, which were protected by the treaty.

Choteau vs. Eckhart, 2 How. 344;
United States vs. King, 3 How. 733;
United States vs. King, 7 How. 833;
Bissell vs. Penrose, 8 How. 317;

Menard Heirs vs. Massey, 8 How. 293;
Burgess vs. Gray et al, 16 How. 48;
Cousin vs. Blanc Ex., 19 How. 210;
Dautrive vs. United States, 101 U. S. 705;
Maguire vs. Tyler, 8 Wallace 650;
Maguire vs. Tyler, 17 Wallace 274;

Louisiana Reports.

Gonsonlin Heirs vs. Brasheer, 5 N. S. 33;
White vs. Wells, Ex., 5 M. 652;
Lavergne Heirs vs. Elkin Heirs, 17 La. 220;
Pontalba vs. Copeland et al, 3 La. An. 86;
Lafayette vs. Blanc, 3 La. An. 59;
Lobdell vs. Clark, 4 La. An. 99;
Purvis vs Harmanson, 4 La. An. 421;
Laidlaw vs. Landry, 12 La. An. 151;
Nixon vs. Houillon, 20 La. An. 515;
Fluker vs. Doughty, 15 La. An. 673;
Don J. Lewis vs. Giroir et al, 40 La. An. 710;
Perkins vs. Vincent, 47 La. An. 579;
Teddie & Dunn vs. McNeeley, 104 La. An. 603.

3. Incomplete or inchoate claims to lands, lying within the territory of Louisiana, did not vest any title or fee in the claimant until approved or recognized in some form by the Government of the United States.

Lafayette vs. Blanc, 3 La. An. 59;
Delacroix vs. Chamberlain, 12 Wheat 601;
Laidlaw vs. Landry, 12 La. An. 151;
Perkins vs. Vincent, 47 La. An. 579;
Nixon vs. Houillon, 20 La. An. 515;
Teddie & Dunn vs. McNeely, 104 La. An. 603;
Bissell vs. Penrose, 8 How. 317;
Menard Heirs vs. Massey, 8 How. 293;
Burgess vs. Gray et al, 16 Howard 48;
Cousin vs. Blanc, Ex., 19 Howard 210;
D'Autrive vs. United States, 101 U. S. 705;
United States vs. King, 3 How. 733;
Lecompte vs. United States, 11 How. 115.

4. A grant from the former sovereign to be complete in itself, and to vest title in the grantee, prior to the treaty, and to prevent the land from falling into the public domain of the United States, must have contained: 1st. A grant of the fee of the land unconditionally. 2nd. A description of the land in terms sufficient to identify and locate it, or a reference to a previous survey locating it in place and approved by the proper authority. Failing in either of these requisites the land fell into the public domain, and some action in the way of approval of the grant by the proper officers of the United States was necessary to validate the grant and vest title in the grantee.

Dent vs. Emmeger, 14 Wallace 312;
Scull vs. United States, 98 U. S. 413;
See authorities Supra No. 1-2;
Wisconsin Railroad Co. vs. Price County, 133 U. S. 496.

5. A *complete* grant, as above defined, severed the land from the public domain conveyed to the United States by the Treaty of Cession, and such complete grant required no further action to validate it.

Aliter as to inchoate or incomplete grants;
See authorities Supra par 1, 2, 3, 4.

6. A survey, even duly approved by the Surveyor General, does not of itself operate a severance of the title. It must be made in pursuance of a warrant, or other title, otherwise, it is void, or at most, is a mere private survey conferring no right as against the government.

Jackson vs. Clark, 1 Peters 675;
Lindsey vs. Lessees of Miller, 6 Peters 675;
Bissell vs. Penrose, 8 How. 317-333;

Teddie vs. McNeely, 104 La. An. 603;
Wells vs. Wright, 29 Fed. Cases, No. 17,405; 3 Wash. C. C. 250;
Jourdan vs. Barrett, 4 Howard 169;
Smith vs. United States, 10 Pet. 335.

7. A private survey does not operate a severance of the title, but merely indicates and locates the tract for the subsequent action of Congress.

Bissell vs. Penrose, 8 Howard 317-333;
Pinkerton vs. Ledoux, 129 U. S. 351;
Smith vs. United States, 10 Pet. 335.

8. No survey is official unless it is published and approved by the Surveyor General.

U. S. Revised Statutes, Sec. 2223;
Perkins vs. Vincent, 47 La. An. 579;
New Orleans vs. Payne, 147 U. S. 266, 267;
Choteau vs. Eckhart, 2 How. 375.

9. A complete grant, as above defined, conveyed to the grantee an equitable title, authorizing him to demand and receive the legal title, for an equitable title has, by all authorities, and by the courts, been defined as one where every act and thing had been done to entitle the holder to claim the legal title.

Black on Tax Titles, Secs. 37 and 38;
Cooley on Taxation, Ed. 1876, pp. 59-60;
Colorado Co. vs. Commissioners, 95 U. S. 259;
Railway Company vs. Prescott, 16 Wallace 603;
Menard Heirs vs. Massey, 8 Howard 293;
Hot Springs Cases, 92 U. S. 698.

10. An inchoate claim, on the other hand, did not amount to an *equitable title*, under the Treaty, for according to the regulations prescribed by Congress to carry into

effect the terms of the Treaty, such inchoate claims in the territory of Orleans, were required to be presented to the Board of Commissioners appointed to pass upon the validity of such claims, and until favorably passed upon by such Board, and the lands claimed thereunder duly surveyed, and the survey approved by the Surveyor General, and the survey filed, no equitable title vested. All those proceedings and formalities were necessary to vest an equitable title and to sever the title of the United States.

See authorities Supra par. 1, 2, 3 and 8;
Hot Springs Cases, 92 U. S. 712, 713.

11. Until the land is fully severed from the Public Domain of the United States and the equitable title completely vested in the claimant, the land is not subject to taxation.

Black on Tax Titles, Secs. 34 and 35, citing numerous authorities;
Colorado Co. vs. Commissioners, 95 U. S. 259;
Constitution of the State of Louisiana of 1879, Art. 207;
Revised Statutes of the State of Louisiana of 1879, Sec. 3233;
Acts of Lousiana Legislature, Act No. 77, Session 1880, Sec. 2;
Van Brocklen vs. Tennessee, 117 U. S. 163;
Carroll vs. Stafford, 3 Howard 441-461;
Wisconsin Central R. R. Co. vs. Price County, 133 U. S. 496;
Hutchings vs. Low, 15 Wallace 77;
Blackwell on Taxation, Chap. 25, page 403;
Black on Tax Titles, Sec. 33, pages 228-251;
Cooley on Taxation, Last Ed., 2 Vol., par. 6, page 136;
R. R. Co. vs. McShane, 22 Wall. 464.

12. Mere occupation, or settlement on Government lands, gives no legal right to a grant of the land by Congress, or adversely to the Government or its grantees. The occupation of lands derived from the U. S. before the issue of their patent, for the period prescribed by the statute of limitation of a State for the commencement of actions for the recovery of real property, is no bar to an ejectment founded upon the legal title subsequently conveyed, whether asserted in a separate suit in a Federal Court, or set up as an equitable defense to an action in ejectment in a State Court.

Deffenbach vs. Hawke, 115 U. S. 407;
Frisbie vs. Whitney, 9 Wall. 187;
Gibson vs. Choteau, 13 Wall. 92;
Sparks vs. Pierce, 115 U. S. 408;
Lindsey vs. Miller, 6 Pet. 672;
Simmons vs. Ogle, 105 U. S. 271;
Oaksmith vs. Johnson 92 U. S. 343;

13. The equity and the right of the claimant to a patent must be complete before the equitable title is vested in him, and the land subject to taxation.

Black on Tax Titles, Sec. 36, 37 and 38;
Hussman vs. Durham, 165 U. S. 147;
Menard vs. Massey, 98 U. S. 204;
Jourdan vs. Barrett, 4 How. 185;
Perkins vs. Vincent, 47 La. An. 579;
Laidlaw vs. Landry, 12 La. An. 151;
Pontalba vs. Copland, 3 La. An. 88;
Joplin vs. Chachere, 107 La. An. 522;
Railway Co. vs. Prescott, 16 Wall. 603;
Railway Co. vs. McShane, 22 Wall. 144;
North R. R. Co. vs. Trail, 115 U. S. 610;
Redfield vs. Parks, 132 U. S. 239;
Sparks vs. Pierce, 115 U. S. 408;

Gibson vs. Choteau, 13 Wall. 92;
Bagnal vs. Broderick,, 13 Peters, 236;
Colorado Co. vs. Commissioners, 95 U. S. 259;
Hot Springs cases, 92 U. S. 698.

14. Where land is exempt from taxation by law, the taxing officers have no jurisdiction over it, and the attempted assessment or sale of such land for taxes is *ultra vires* and void.

Hussman vs. Durham, 165 U. S. 144;
Hutchings vs. Low, 15 Wall. 77;
Gibson vs. Choteau, 13 Wall. 92;
Van Brocklen vs. Tennessee, 117 U. S. 167;
Tucker vs. Ferguson, 22 Wall. 527;
People vs. United States, 93 Ill., 30 or 34 Am. Rep., p. 160;
Wright vs. Cradelbaugh, 3 Nev. 342;
Menard vs. Massey, 98 U. S. 204;
McCune vs. Scale, 9 Wall. 27.

15. Grant or deed from a State void, where State had no title, or officer no authority to issue it. Polk's Lessees vs. Wendell, 5 Wheat. 303.

16. Congress has the sole power to declare the dignity and effect of titles emanating from the United States, and of all subsidiary questions relating thereto. The laws of the U. S. must determine whether the title, once theirs, has passed.

Bagnell vs. Broderick, 13 Pet. 436;
Foley vs. Harrison, 5 (La.) Ann. 75 affirmed 15 How. 433.
Bell vs. Hearne, 10 (La.) Ann. 515.
Downes vs. Scott, 3 (La.) Rob. 184.

17. The courts of Louisiana have uniformly held that certain jurisdictional prerequisites are necessary to every

legitimate exercise of the taxing power, without which no tax sale can be validly made. One of these prerequisites is that the land must be subject to taxation.

In re Orloff Lake, 40 La. An. 142;
In re Douglas, 41 La. An. 766;
Auguste vs. Lawless, 45 La. An. 1370;
Breaux vs. Negrotto, 45 La. An. 426;
Sims vs. Walsh, 49 La. An. 784;
Hoke vs. Lea & Beall, 106 La. An. 485.

The elementary writers all support this doctrine:

Black on Taxation, Sec. 33, 228-251;
Cooley on Taxation, page 529;
Blackwell on Taxation, Chap. 25, page 403;
Burroughs on Taxation, Ed. 1877, page 341.

18. Descriptions in tax deeds cannot be aided by intendments or presumptions nor can they be cured by parole evidence.

Black on Tax Titles, Secs. 406 and 407, note page 513;
Blackwell on Tax Titles, pages 150, 151, 152, 517, 123 and 124;
Cooley on Taxation, 284, 285, 286 and 287;
People vs. McHorney, 55 Calif. 286;
Jones vs. Pelham, 84 Ala. 208;
A. & E. Ency. of Law, Vol. 25, page 636.

The Louisiana cases are to the same effect:

Wilson vs. Marshall, 10 An. 327;
Dodeman vs. Barrow, 11 An. 87;
Carmichael vs. Aiken Heirs, 13 La. An. 205;
Scott vs. Parry, 108 La. An. 11;
Gibson vs. Hitchcock, 27 An. 214;
Auguste vs. Lawless, 45 An. 1370;
Improvement Co. vs. Fasnacht, 47 An. 1294;
Thibodeaux vs. Keller, 29 An. 508;
Levy vs. Gause, 112 (La.) An. 789;

Cooper vs. Falk, 109 (La.) 474;
Posey vs. New Orleans, 37 So. Rep. 969 (113 La....).

19. No statute of limitation can cure the defect of an original want of jurisdiction in the taxing officers to assess and sell the property, as where the land owed no tax, and where such jurisdictional prerequisites are lacking the entire proceedings are void for all purposes.

Patton vs. Luther, 47 Iowa 236;
Early vs. Whittingham, 43 Iowa 162;
Cutler vs. Hurlbut, 29 Wis. 152;
Nichols vs. McGlathery, 43 Iowa 189;
Case vs. Albe, 28 Iowa 277;
Wright vs. Cradlebaugh, 3 Nev. 311;
McNamara vs. Estes, 22 Iowa 246;
Taylor vs. Miles, 5 Kansas 498, 7 Am. Dec. 588;
Mason vs. Crowder, 85 Miss. 526;
Payne vs. Spratley, 5 Kansas 550;
Sheehy vs. Hinds, 27 Minn. 259;
Florida Savings Bank vs. Buttain, 20 Florida 507;
Gomer vs. Chaffee, 6 Col. 314;
Townsend vs. Edwards, 25 Florida 582;
Bradley vs. Edwards, 18 W. Va. 598;
Shoate vs. Walker, 6 Kansas 65;
Burdick vs. Bingham, 38 Minn. 482;
Wofford vs. McKenna, 23 Tex. 36;
Swope vs. Purdy, 1 Dill (U. S.) 349;
Watterson vs. Devoe, 18 Kansas 223, 232;
Feller vs. Clark, 36 Minn. 307;
Metcalfe vs. Perry, 66 Miss. 68;
Knox vs. Cleveland, 13 Wis. 245;
Hoskins vs. Railroad, 78 Miss. 768;
Redfield vs. Parks, 132 U. S. 239;
Moore vs. Brown, 11 How. 414;
Gibson vs. Choteau, 13 Wall 92;
Oaksmith vs. Johnson, 92 U. S. 343-347;
Burgess vs. Gray, 16 How. 48.

20. Confirmation by law is a grant.

12 Peters 454.

21. A title cannot be presumed. It must be proved.

La. Civil Code, Art. 3486, par. 3;
Greenleaf on Evidence, Vol. 1, par. 20;
Oaksmith, Lessee, vs. Johnson, 92 U. S. 345;
Pepper vs. Dunlap, 9 Rob. (La. Repts.) 288.

22. The three years' prescription provided for by act of 1874, in terms applies only to tax sales made "* * * by virtue of some law," not, therefore, to sales made in violation of law.

23. The ten years' prescription under Louisiana law is prescription *under title,* and has no application:

1st: To a deed that, by its terms, does not embrace, or identify the property;
La. Civil Code, Art. 3478.

2nd: To a deed less than ten years old where such deed cannot "tack on" to a prior one because the latter does not in terms describe the property;
Railroad Co. vs. LeRosen, 52 A. 192, citing numerous cases.

3rd: Where the deeds are mere quit-claim deeds, with express exclusion of warranty;
La. C. C. 503, 3485.
Breaux-Renaudet Lumber Co. vs. Shadel, 52 La. Am. 2094, citing numerous cases, and reviewing jurisprudence.

4th: Where the purchaser was in bad faith, as where the deed put him on notice of his want of title.
See *Supra* No. 3, La. C. C. 3479, 52 La. An. 2094.

24. The Louisiana statutes (as well as the decisions) provide that an assessment to be the legal basis for a tax

sale must, in terms, describe the property, or do so by reference to some public accessible document.

Act 77 of 1880, Sect. 16; 10 Am. Repts. 327;
See other authorities *supra* No. 18.

25. An assessment is a judicial prerequisite.

See authorities *supra* No. 17.

26. An assessment, which in terms, or by reference to some public accessible document describes no certain property, is null and void.

See authorities *supra* No. 17.

27. The sale of property for taxes, which owed no tax, or without a legal assessment, is a taking of property without due process of law.

See authorities *supra* No. 17.

28. Both the prescription under La. C. C. 3478, and the limitation under Article 233 of the Louisiana Constitution of 1898, are based on "written titles."

Article 233, in terms, applies exclusively to "sales for taxes."

29. A tax deed, which, in terms, or by reference to some public accessible document, describes no property, does not possess the characteristic of "color of title."

See authorities *infra* No. 31, 32.

30. A tax deed made in violation of law does not constitute "color of title."

3 Dak. 335, 41 Fed. Rep. 705.

31. A deed to constitute color of title, must, in terms, describe the property.

Wood on Lim., 3rd Ed., Sect. 259.

32. Where from the description contained in the deed, the land cannot be identified, the deed does not constitute color of title.

A. & E. Ency. of Law, 2nd Ed., Vol. 1, pp. 858, 859; "Cyc.," Vol. 1, p. 1085, notes pp. 1089, 1090, citing numerous cases.

33. Any intrinsic evidence which may be received to fit the description to the property, must not "add to," "enlarge" or "change the description."

Cyc. Vol. 1, pp. 1090, 1091, citing numerous cases.
88 Am. St. Repts. p. 710, citing numerous cases

34. A tax deed containing no mention of metes or boundaries, or mention of the section in giving the government subdivisions, and not describing the property by name, cannot be aided by extrinsic evidence without supplying the mention of the section, or the boundaries, or name, and this would be violating the rule just stated.

35. A tax deed whose terms describe no certain property, can manifestly receive no aid from extrinsic evidence without an entire reformation of the deed. This would be practically making a new deed by the aid of extrinsic evidence.

ASSIGNMENTS OF ERROR.

The following are the assignments of error in this case:

1st: That the Court erred in holding that the Aborn survey of 1816 legally operated *ex proprio vigore*, a severance of the title and interest of the United States in and to the land in contest, as of that date;

2nd: That the Court erred in holding that it (the Court) was legally authorized to *presume* a title in

Anthony Corkran, or his heirs, as of the date of the Aborn survey of 1816, or prior thereto;

3rd: That the Court erred in holding that there ever existed any equitable, or other, title, in Anthony Corkran, or his heirs, prior to the special act of Congress of February 10, 1897;

4th: That the Court erred in holding that the special act of Congress of February 10, 1897, recognized any equitable, or presumptive, or other title in Anthony Corkran, or his heirs, prior to said act;

5th: That the Court erred in holding that the said special act of February 10, 1897, recognized the laws of Louisiana in relation to taxation, and prescription, as applicable to the land in dispute in this suit, prior to the adoption of said special act of February 10, 1897;

6th: That the Court erred in holding as valid a pretended tax sale of the property in dispute, made to one Henry Gellert in the year 1882, at a time when the title of said property was vested in the United States and subject to their control and disposition, and when said property was exempt from taxation by the laws of Louisiana and of the United States, and its sale for taxation prohibited;

7th: That the Court, in holding that the laws of Louisiana in relation to prescription, and the limitation statute enacted in Article 233 of the Constitution of Louisiana, for the year 1898, were applicable to the pretended tax sale of the property in contest in this suit, gave a construction to said laws which was, and is, violative of the 14th Amendment of the Constitution of the United States;

8th: That the Court erred in holding that the property in controversy in this matter was subject to taxation before the same was segregated from the public domain prior to the said act of Congress, February 10, 1897, notwithstanding plaintiff had a mere claim or inchoate title thereto;

9th: That the Court erred in giving precedence to a title originating under a pretended tax sale from the State of Louisiana over a title originating under the authority of the United States, to wit, the said act of Congress of February 10, 1897;

10th: That the Court erred in holding that the prescription of paragraph 2 of Article 233 of the Constitution of the State of Louisiana, adopted in the year of our Lord one thousand eight hundred and ninety-eight, and of Article 3478 *et seq.* of the Revised Civil Code of said State, could validate an alleged tax deed, wherein the description of the property attempted to be conveyed was so indefinite and defective as to identify no property without violating the 14th Amendment of the Constitution of the United States, which forbids any State to deprive any person of life, liberty or property without due process of law;

11th: That the Court erred in rendering a decree, and in entering a judgment herein, in favor of defendants and against the plaintiff.

FIRST ASSIGNMENT.

That the said Court erred in holding that the Aborn survey of 1816, which was a survey without warrant, title, or authority, legally operated, *proprio vigore,* a severance

of the title and interest of the United States in and to the land in contest, as of that date.

This being a petitory action under the Louisiana system of practice (action of ejectment) and the plaintiff's authors being the grantees under a patent from the United States (Rec. p. 110 *et seq.*), the plaintiff is entitled to a judgment in its favor, unless the defendants have exhibited a better title, or some valid antecedent transfer from Anthony Corkran or his heirs, or show possession for a sufficient length of time to defeat, by prescription, the plaintiff's right under said titles.

> Thomas *et al.* vs. Farley, 3 Rob. (La.) 206;
> Williams *et al.* vs. Riddle, 10 Rob. (La.) 505;
> Chippen *et al.* vs. Michel, 11 Rob. (La.) 233;
> Gibson vs. Choteau, 13 Wall. 92.

The defendants produced no title from the United States antedating the act of Congress of February 10, 1897, and the Supreme Court of Louisiana so decided (R. p. 535), but they rely upon a survey made by a deputy United States surveyor, Joseph Aborn, in 1816, as effectuating a severance of the title and interest of the United States, as of that date. The process verbal of this survey (R. p. 519) is in the following words:

"Pursuant to an order from the principal deputy surveyor of the Western District, State of Louisiana, and in conformity with B. No. 1151 from the Board of Commissioners of the said Western District, I have surveyed for Anthony Corkran a tract of land on the right bank of Bayou Cane being section No. 40 in Township No. 9 south in Range No. Two West of the Basis Meridian, and bounded as follows: Beginning at an ironwood tree mkd. A. C. and running West 111.17 chains to a post .... A. C. thence S. 150 E. 5695 chains to a cypress post marked

A. C. thence East 111.17 chains to a cypress tree marked K thence up the Bayou to the Place of Beginning, containing 640 acres (40-100 of an acre erased) and having such form and marks natural and artificial as are represented in the above plat and description this 30th day of December 1816."

This proces verbal shows by its terms that it does not refer to the property in contest, or rather, does not affirmatively establish that it does so. The claimant of the tract is named as "Anthony Corkens," a party not shown to be identical with Anthony Corkran. The land is besides described as section 40—not 47—a statement not cured by the mere superscription on the proces verbal in which it is referred to as section 47, and which was evidently inadvertently written by a clerk or tyro. Again, the area of the land surveyed is given as 640 acres, whereas section 47, according to the approved survey, only contains 580 and 90-100 acres. These variances differentiate entirely the two tracts of land. But if it be conceded that the section 40 mentioned in the proces verbal is identical with section 47, and that Anthony Corkens is the same person as Anthony Corkran, this survey did not legally effectuate a severance of the title and interest of the Government in and to the land. It will be noted that Surveyor Aborn refers to an order No. 1151 of the Board of Commissioners of the Western District of Louisiana, but although it was and is agreed between counsel in this case that the proceedings of the Board of Commissioners, as contained in the American State Papers, could be referred to and used in the argument of this case in the Supreme Court of Louisiana, the industry of counsel did not bring to light the existence of any certificate, and in fact no such cer-

tificate or a copy thereof is referred to even in the briefs, and the American State Papers make no mention of such a certificate.

In the subsequent surveys of the tract of land in contest under the designation of section 47, all the plats contain the words on their face, "No confirmation found," (R. page 520), and in the abstracts of entries of Township 9 South Range Two West, offered in evidence by the defendants in this suit, opposite section 47 on said list are again the words, "Claimed by representatives of Anthony Corkran but no confirmation entry can be found." (R. page 431). And again (R. page 521) the same words are used in the descriptive notes of that plat as follows: "No confirmation or entry thereof found." Besides B. No. 1151 in the report of surveyor Aborn must have referred to certificate No. 1151 issued by the Board of Commissioners of the Western District of Louisiana in favor of John Corkran, and a reference to that entry in the American State Papers will show that this refers to a tract of land situated several miles from section 47, the land in contest in this suit. (R. page 516). It therefore follows that the survey of Joseph Aborn, if it be conceded *ex gratia* that it refers to section 47, was not predicated or founded upon any title, or warrant based on any title, and it was therefore ineffective as a severance of the title and interest of the United States in and to the land surveyed. But his reference to certificate B. No. 1151 shows that he actually surveyed, and intended to survey, section 40, and not section 47.

In Johnson vs. Clark, 1st Peters, page 635, this Court, in defining the function and effect of a survey, said:

"The word survey as used in the law is not satisfied by the circumstance that a chain has followed a compass around a particular piece of ground, but requires that it should be made in virtue of a warrant for the purpose of appropriating land to which the holder of the warrant is entitled by law. The warrant can be an authority for surveying and appropriating so much land only as it professes to grant.

"It is essential to an entry that it shall call for an object notorious at the time and that the other calls shall have precision. A survey unless carried into grant cannot aid a defective entry unless made subsequently. The survey to be good must be made in pursuance to the entry." Lindsey vs. Lessee of Miller, 6 Peters 676.

The proces verbal of survey of Aborn further recites that he made the survey acting under instructions of the principal deputy surveyor for the Western District of Louisiana, but this recital is not tantamount to a declaration that it was made in pursuance to a title. The words endorsed on the plats accompanying the subsequent surveys impart a contrary presumption, and these words are endorsed on the survey of P. A. Thibodeau made as late as the year 1875. (R. page 520). But if it be admitted for argument sake, that the Aborn survey refers to section 47, the purpose of these several surveys is distinctly declared in the report of the Surveyor General of Louisiana, which is embodied in Senate Executive Document No. 111 and in which he refers to them, including those of the land in contest in this suit, as follows:

"The records of this office, and particularly the township maps, represent about 288 claims of various grades which *prima facie* are not themselves recognized, and which are known as 'unconfirmed claims,' being usually distinguished on the maps from confirmed cliams by words in red ink

across their face: 'No confirmation found.' These 288 claims cover an aggregate of about eighty thousand acres. They have been surveyed and represented on the maps from the earliest surveying operations, not in recognition of their validity, but in order to show their areas and situations in case of subsequent confirmation and for the information of the Department." (R. 416 and 417.)

The mere fact that this claim, together with the other 287 claims referred to in the report just quoted from, were reported to Congress for some action on its part, and, as a matter of fact, was confirmed on the 10th of February, 1897, is evidence that prior to that time there existed no title in Anthony Corkran or his legal representatives.

We conclude, therefore, that the survey of Joseph Aborn, if it intended to refer to section 47, which it does not, as well as the subsequent surveys made by P. A. Thibodeau, in 1875, were made merely to locate these claims in place for the information of the Department and in order to afford an appropriate basis for such further action as might be taken by the Land Department or the Congress of the United States.

We have placed on file a certified copy of the Aborn survey of 1816 to show that the words and figures in the Record 'BA 1151" is a misprint, and should be "B No. 1151," and to further show that the words on the margin on page 519 of the Record, is a mere superscription, and forms no part of the report of the surveyor.

SECOND ASSIGNMENT.

That the said Court erred in holding that it (the Court) was legally authorized to presume a title in Anthony

Corkran or his heirs as of the date of the Aborn survey of 1816 or prior thereto.

This assignment presents for consideration the legal proposition: Can a title be presumed under the laws of Louisiana in favor of either the plaintiff or the defendant in a petitory action? Article 3486 of the Revised Civil Code of Louisiana reads as follows:

"It is necessary besides 1. * * *; 2. * * *; 3. That the title be proved, for as it consists in a fact it is not presumed, and every man who founds his title on a written instrument must produce it or prove the contents if it be lost."

Mr. Greenleaf, Vol. 1, par. 20, in treating of the presumptions allowable under the maxim *omnia rite acta,* says:

"Hence it does not extend to records or public documents which are supposed always to remain in the custody of the officers charged with their preservation and which therefore must be proved or their loss accounted for and supplied by secondary evidence."

This Court has announced the same doctrine:

"But in this country at the present day there can seldom be occasion to invoke a presumption of the grant from the Government except in cases of very ancient possession running back to colonial days, as since the beginning of the present century a record has been preserved of all grants of the Government and of the various preliminary steps up to their issue, and provision is made by law for the introduction of copies of the record when the originals are lost." Oaksmith, Lessee, vs. Johnson, 92 U. S. 345.

The jurisprudence of Louisiana is also to the same effect:

"But we know of no law which establishes the presumption of a grant of any part of the public domain." 9 Rob. (La.) 283; State vs. Buck, & Fruit Co. 46 La. An. 667.

The above quotation from the decision of this Court in the Oaksmith case makes an exception in the case of grants where the claimant has been in "long continued possession," but the case of the claimants in this suit does not fall within that exception for it has been established on the trial of this case that the defendant was never in possession of the land at any time, and in fact, had never been seen in the neighborhood of that land. In fact, it was proven that even his heirs had never at any time had possession of the tract in contest. (R. p. 452, test of A. Fontenot.)

THIRD ASSIGNMENT.

That the said Court erred in holding that there ever existed any equitable title in Anthony Corkran or his heirs prior to the special act of Congress of February 10, 1897.

A careful reading of the judgment and of the opinion of the Supreme Court of the State of Louisiana in this case inevitably leads to the conclusion that it held the act of Congress of February 10, 1897, to recognize a prior equitable title in Anthony Corkran or his heirs.

The uniform jurisprudence of this Court has now consecrated the doctrine that no equitable title arises to any part of the public domain of the United States until the claimant has done every act and performed every condition or thing necessary to enable him to demand a patent from the United States, and that then only does the equitable title vest.

Railway Company vs. Prescott, 16 Wall. 603;
Railway Company vs. McShane, 22 Wall. 444;
Tucker vs. Ferguson, 22 Wall. 527;
Colorado Company vs. Commissioners, 95 U. S. 259;
Hussman vs. Durham, 165 U. S. 144;
Menard Heirs vs. Massey, 8 How. 293;
Hot Springs cases, 92 U. S. 712, 713.

And the Supreme Court of Louisiana has adopted and reaffirmed this doctrine by a regular line of decisions.

Gonsoulin Heirs vs. Brashear, 5 Martin (N. S.) 33;
White vs. Wells, Ex., 5 Martin 652;
Lavergne Heirs vs. Elkins Heirs, 17 La. 220;
Pontalba vs. Copland *et al.*, 3 La. 86;
Lafayette vs. Blanc, 3 La. 59; (affirmed 11 How. 104 U. S.);
Lobdell vs. Clark, 4 An. 79;
Purvis vs. Harmanson, 4 La. An. 421;
Laidlaw vs. Landry, 12 An. 151;
Nixon vs. Houillon, 20 An. 515;
Fluker vs. Doughty, 15 An. 673;
Don L. J. Louis vs. Giroir, 40 An. 710;
Perkins vs. Vincent, 47 An. 579;
Teddy & Dunn vs. McNeely, 104 An. 603.

The record in this case shows that prior to the special act of Congress of February 10, 1897, that Anthony Corkran had received no conveyance of any kind from the Government, either in the shape of a confirmation of his claim or any certificate of any kind, or any title whatever from the antecedent sovereigns of the soil of Louisiana, or at least no such evidence of title was exhibited upon the trial of this case. The act of Congress of February 10, 1897, therefore, appears to be and is in fact the first and original confirmation of his claims, such as they were, up to that date. The equitable title, therefore, of Anthony Corkran

and his heirs only arose upon the passage of said act of Congress.

That Congress, by the act of February 10, 1897, did not intend to validate retrospectively the "claim" of Anthony Corkran or his heirs, or to recognize any prior title in him or them, appears from the title, the preamble and the disposing terms of said act. The title of the act is: "An Act to Quiet Title and Possession with Respect to Certain Unconfirmed and Located Private Land Claims in the State of Louisiana." The term *unconfirmed* implies the non-existence of any prior title, and the qualifying word *located* immediately following supports our contention that the mere location of the land by the surveys of Aborn and Thibodeau was not a recognition of any title in Anthony Corkran or his heirs. The terms as used involve the implication and sense of: "located but unconfirmed."

The words of the preamble as copied into the patent are all used in the present or future tense:

"* * * Are hereby directed to be granted, released and relinquished * * * to relinquish, abandon, grant, give and concede."

The disposing words: "* * * Does give and grant * * * To have and to hold * * *" are the usual terminology of a grant in *praesenti*, and the real purpose and scope of the act announced in these words:

"* * * The true intent of this act being to relinquish and abandon, grant, give and concede any and all right, interest and estate in law or equity which the United States is, or is supposed to be, entitled to in said lands, in favor of * * *"

shows conclusively that such right, interest and estate was

to vest of the date of the act itself and not as of any prior date.

The reservation in the act of Congress of the rights of the owners of the equitables, titles and the rights of the true and lawful owners of the same, was intended as a mere safeguard of the rights of such persons as might have acquired by purchase or otherwise from the Corkran heirs their "claims" or "equities," such as they existed prior to the act of Congress of February, 1897. Such "claims" and "equities" were incorporeal rights subject to private assignment and conveyance, and it was to protect the holders of such assignments, is any, that the act provided that the patent should be held to be for the use and benefit of the lawful owners. The contention that the words, "equitable titles," as used in the act, essentially mean equitable title to the land itself, is entirely untenable, for if such equitable titles to the land had existed prior to the act of Congress of February 10, 1897, the holder of these titles could have legally claimed a patent without the intervention of Congress.

Barney vs. Dolph, 97 U. S. 653; Simmons vs. Wagner, 101 U. S. 260; (R. page 110 *et seq.*)

But if the construction contended for be conceded as correct, no such equitable titles *"to the land"* have been shown to exist in Anthony Corkran and his heirs prior to 1897.

FOURTH ASSIGNMENT.

That the Court erred in holding that the said act of Congress of February 10, 1897, recognized the existence

of any equitable or presumptive or other title in Anthony Corkran or his heirs prior to said act.

The argument on the third assignment of error is applicable to the point raised here, and we therefore submit said argument in support of this assignment. We have likewise, in arguing the previous assignment, established, as we believe, the proposition that the Court was not authorized to presume any title in Anthony Corkran or anybody else, such presumptions not being legally permissible.

It besides clearly appears by the answers filed by the several defendants in this suit, that they did not set up or claim any such antecedent title, nor did they base the several prescriptions pleaded by them upon any act other than a purported tax sale of the land made by the tax collector of the parish of St. Landry in the year 1882. This tacit admission is proof that no such antecedent title existed or was relied on.

It was, however, contended in the lower court that the "claims" of Anthony Corkran, even without any title from the antecedent sovereigns of the soil, and without any confirmative title from the Government of the United States, were protected by the treaty by which the territory of Louisiana was ceded to the United States. But this contention has been adversely passed upon by this Court in many cases wherein it was held:

"The treaty between the United States and France concerning the cession of Louisiana to the United States, adopted April 30th, 1803, whereby the United States bound itself to protect the rights of the inhabitants of the province, has no application to merely inchoate claims which were not binding upon either the Governments of

Spain or France, but which existed only in entreaty. The treaty added nothing to the laws of nations on the subject, and precisely the same rule has always been applied to inchoate entries made under the laws of the United States." Frisbie vs. Whitney, 9 Wall. 192; Yosemite Valley case, 15 Wall. 87; Shepley vs. Cowan, 91 U. S. 330; Hot Springs case, 92 U. S. 713.

It was also contended in the lower court that the plaintiff in this suit, as the assignee of the Corkran heirs, was estopped from taking the position that the Corkran heirs had no title to the land until the passage of the act of Congress of February 10, 1897. In other words, it was contended that they could not assert their want of title to the property in dispute in this case prior to the year 1897. This proposition was adopted by the Supreme Court of Louisiana as appears by the judgment in this case. (R. pages 541-542). But this contention has been completely answered by this Court in the case of Gibson vs. Choteau, 13 Wall, page 100:

"The consummation of the title is not a matter which the grantees can control. It rests entirely with the Government. That the legal title when transferred gives the right to possess and enjoy the land and it would amount to a denial of the right of dispossal if these benefits which should follow upon the acquisition of the title could be forfeited before that title was issued."

FIFTH ASSIGNMENT.

That the Court erred in holding that the said special act of Congress of February 10, 1897, recognized the laws of Louisiana in relation to taxation and prescription as applicable to the land in dispute in this case prior to the passage of said special act of February 10, 1897.

This assignment makes it necessary to consider and interpret the special act of Congress of February 10th, 1897, to be found in the record at page 110 *et seq.*

Keeping in view and accepting as the postulate of this argument that both the legal and equitable title to Section 47, Township 9 South, Range 2 West, remained in the U. S. Government until the passage of this act of February 10, 1897, (which has already been argued), what was the purpose, the intent and the effect of this act of Congress?

In the preceding arguments it has been noted that Anthony Corkran was the original claimant to this tract of land as far back as the first Government surveys, for he appears on the face of the plats annexed to the earliest surveys as the claimant. He was the claimant recognized by the New Orleans Land Office, for in the report of 1874 and 1877, contained in the U. S. Senate Executive Document No. 111, he appears in the tabulated list of the land claims submitted to Congress for approval as the claimant of Section 47, Township 9 South, Range 2 West, and the recommendation of the confirmation was made in his favor. He therefore was recognized as having some sort of equitable claim (not title) to this land, so that when Congress finally passed upon these claims, and confirmed and granted this original tract of land, the confirmation in terms was made in favor of "Anthony Corkran and to his heirs and assigns," and the disposing terms of the patent concludes as follows: "To have and to hold the said tract of land with the appurtenances unto Anthony Corkran, his heirs, assigns and successors in interest forever." We have here in express terms in the patent itself the fee

simple of this tract conveyed to "Anthony Corkran and to his heirs and assigns." These words in the patent convey the fee simple and this being an action at law involving the title to the land, this patent is the highest evidence of title and no equitable claims ordinarily can be interposed as against the legal title of Anthony Corkran, his heirs or assigns.

Redfield vs. Parks, 132 U. S. 245.
Bagnell vs. Broderick, 13 Peters 436.

The words "heirs and assigns" show that the title was to be conveyed to Anthony Corkran or to some one who held a conveyance or assignment in privity with him, for the word "assigns" necessarily involves this meaning and interpretation.

BOUVIER VERBO "ASSIGNS."

The fee simple, therefore, having been thus in terms conveyed to Anthony Corkran, and "his heirs and assigns," upon what grounds can the defendants claim that the titles declared upon and exhibited by them entitle them to a judgment in this suit? All of these alleged titles antedate the act of Congress of February 10th, 1897, the original title from which they all spring being a purported tax sale made by the State of Louisiana to Henry Gellert in 1882. If the legal and equitable title up to the date of the special act of Congress of 1897 in and to this land remained in the government, it is manifest that these titles are utterly unavailing against the rights conveyed by patents to "Anthony Corkran his heirs and assigns," unless in some way these titles held by the defendants have been recognized or validated by

this act of Congress, for it is manifest that as these titles arose prior to the divesture of the Government's title (and this is our postulate), these titles are utterly ineffectual unless recognized by the Government in some way. And this is the contention of the defendants, for they claim, (see their answers), and the Supreme Court maintained their contention, that these titles all originating prior to the act of Congress of 1897 were recognized in that act and expressly affirmed as the "equitable titles" referred to in Section 1 of that act in the following language:

"* * * * And the same are hereby directed to be granted, released and relinquished by the United States in fee simple to the respective owners of the equitable titles thereto and their respective heirs and assigns forever, as fully and completely in every respect whatever as could be done by patents issued therefor according to law."

And the defendants found their pretensions also upon Section 3 of this act which provides that the patent when issued, "* * * shall be held to be for the use and benefit of the true and lawful owners as provided in Sections 1 and 2 of this act."

It will be noted that this reservation refers to the "true and lawful owners," and this language must be further construed with reference to the disposing terms of the statute already quoted in which the words "assigns" is used, as already argued, and from which it follows, as we submit, that the "true and lawful" titles must have originated and be privy in title and interest to Anthony Corkran or his heirs.

Now to be the beneficiary of the reservation contained

in the act of Congress, the defendants in this suit must be "the true and lawful owners" of the property. The word "lawful" certainly means in ordinary acceptation as well as legal parlance, titles that are at least not contrary to law; and the word "true," as used in Section 3 of the act, in its ordinary and legal acceptation would mean *good,* so that, therefore, the criteria by which the titles exhibited by the defendants must be tested are these words "true and lawful" as contained in Section 3 of the act.

We respectfully submit that the titles exhibited by the defendants in this suit, depending as they do necessarily upon a tax sale made in 1882, when the property belonged to the Government of the United States, not only do not stand the test of being "true and lawful," but on the contrary, are titles made in violation and disregard of law, for in 1882 the land in dispute in this case was not liable for any species of taxation, and this both according to Federal law and the laws of the State of Louisiana at that time.

McCune vs. Scale, 9 Wallace 23;
Railway vs. Prescott, 16 Wall. 603;
People vs. United States, 93 Ill. (34 Am. Rep. 155);
Van Brocklen vs. Tennessee, 117 U. S. 167.

The Constitution of Louisiana of 1879 provided: (Art. 207)

"The following property shall be exempt from taxation and no other; all public property; places of religious worship or burial * * * *."

And sections 1 and 2 of act 77 of 1880, under which the tax sale was made) likewise exempted government property from taxation in the following language:

"That for the calendar year 1880 (the law under which the tax sale of 1882 was made), and for each and every succeeding calendar year, there are hereby levied annual taxes amounting in the aggregate to six mills on the dollar of assessed valuation hereafter to be made of all property situated within the State of Louisiana, except *such* as is expressly exempted from taxation by the Constitution."

This pretended tax sale therefore was made in violation not only of the Federal law, but of the statutes and the Constitution of the State of Louisiana in force on the day of its date, and this appears from the face of the tax deed itself, and results from a mere comparison of the date of this tax sale and the date of the provisions of the Louisiana Constitution and of the tax laws just above referred to. It therefore seems to us that on the very face of the tax deed itself it fails to stand the test of Section 3 of the act of Congress of February 10th, 1897. But can this pretended tax sale of 1882 stand the test of the word "true" as used in section 3 of this act? The word "true" has for its legal synonym the word "good," and the expression "true title" or "true owner" is tantamount in meaning to the expression of "title, or owner by good title." Now the tax deed in this case describes the property alleged to have been sold in 1882 as follows:

"Four hundred and eighty (480) acres of land situated in the lower part of Mamouth on Bayou des Cannes being in Township 9 South, Range 2 West, being the property of Anthony Corkran or his heirs as per assessment roll of the State of Louisiana of the year 1881." (R. page 85, 86).

And the assessment roll referred to gives the description in the following terms:

Name of Taxable Persons	Number of Acres	Quantity of land in each tract or lot and description by boundaries.
56 Anthony Corkran	480	T. 9 S., R. 2 W. (R. page 549.)

We respectfully submit that this description of the tax deed, and of the only document referred to for fuller description, giving no boundaries to the land and no section, identifies no property and conveys no "true" or "lawful" title. It is in fact nothing but a mere paper title, and both according to the elementary writers on taxation as well as the revenue statutes of the State of Louisiana and the decisions applicable thereto to be hereinafter referred to, (See argument on 10th assignment), is legally ineffective to convey any title whatever. But the defendants in error contend that while their titles may not be "true" and "lawful" that they are protected by the language of section 2 of the act of Congress of 1897 in the following language:

"* * * * The true intent of this act being to relinquish and abandon, grant, give and concede any and all right, interest and estate in law or equity which the United States is or is supposed to be entitled to in such lands in favor of all persons, estates, firms or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription. * * * *"

And it is argued that if the tax sale and the subsequent mesne conveyances derived therefrom are not true and lawful titles in the intendment of Sections 2 and 3 of the aforesaid act of Congress, that said titles are validated and made good by the laws of prescription of the State

of Louisiana. Now under the laws of the State of Louisiana there are two terms of prescription by which the ownership of an immovable may be acquired, to wit, the prescription of ten and thirty years.

Article 3478 of the Civil Code provides:

"He who acquires an immovable in good faith and by a just title prescribes for it in ten years."

Article 3499 is as follows:

"The ownership of immovables is prescribed for by thirty years without any need of title or possession in good faith."

Now by reference to the answers of the defendants in this suit—and these answers all contain the same averments on the subject of prescription as are contained in the answers of Arnaudet, Latreille and Houssiere (R. page 39 *et seq.*)—it will be seen that none of them pleaded the prescription of thirty years, and therefore we can dismiss any consideration of that term of prescription. They all, however, specially contain the plea of ten years' prescription. But the obvious answer to this plea is that if the title of the government be considered as having only been divested at the date of the private act of Congress of 1897 (which is our postulate), ten years had not elapsed from that date to the institution of this suit, which occurred on the 6th day of December, 1901. It therefore appears on the face of the pleadings and the record itself that neither of these prescriptions are legally applicable or admissible if the initial point of the beginning of prescription be conceded to have begun on the 10th day of February, 1897.

In arguing other assignments of error hereafter (7th and 10th) we shall attempt to show that even if the tax sale of 1882 be considered as the initial point of the term of prescription under the plea of ten years, that this term of prescription would be still inapplicable on account of the nullities appearing upon the face of the tax deed itself. But as we are dealing now with the interpretation of the Act of Congress of February 10th, 1897, we pretermit a discussion of this point for the moment, and simply intend to point out that if the severance of the title and interest of the United States be conceded or held to have taken place only upon the passage of the act of Congress of 1897, that on the face of the deed itself the ten years' prescription had not run.

But it is argued again by the defendants in error in this suit that in addition to the ten years' prescription they have pleaded the three-year limitation and bar prescribed in Article 233 of the Constitution of the State of Louisiana for the year 1898, which is in the following language:

"There shall be no forfeiture of property for the non-payment of taxes, state, levee district, parochial or municipal, but at the expiration of the year in which said taxes are due the collector shall, without suit, and after giving notice to the delinquent in the manner to be provided by law, advertise for sale in the official journal of the parish, city or municipality, provided there be an official journal in such parish, city or municipality, the property on which the taxes are due in the manner provided for judicial sales, and on the day of sale he shall sell such portion of the property as the debtor shall point out; and in case the debtor shall not point out sufficient property, the collector shall, at once and without further delay, sell the least quantity of property which any bidder will buy for the amount of the taxes, interest and costs.

The sale shall be without appraisement and the property sold shall be redeemable at any time for the space of one year, by paying the price given, including costs, and twenty per cent thereon. No judgment annulling a tax sale shall have effect until the price and all taxes and costs paid with ten per cent per annum interest on the amount of the price and taxes paid from date of respective payments, be previously paid to the purchaser; provided, this shall not apply to sales annulled on account of taxes having been paid prior to the date of sale, or dual assessments. All deeds of sale made, or that may be made, by the collectors of taxes, shall be received by courts in evidence as *prima facie* valid sales.

"No sale of property for taxes shall be set aside for any cause, except on proof of dual assessment, or of payment of the taxes for which the property was sold prior to the date of the sale, unless the proceeding to annul is instituted within six months from service of notice of sale, which notice shall not be served until the time of redemption has expired, or within three years from the adoption of this Constitution, as to sales already made, and within three years from the date of recordation of the tax deed, as to sales made hereafter, if no notice is given. The manner of notice and form of proceeding to quiet tax titles shall be provided by law. Taxes on movables shall be collected by seizure and sale by the tax collector of the movable property of the delinquent, whether it be the property assessed or not, sufficiently to pay the tax. Sale of such property shall be made at public auction, without appraisement, after ten days' advertisement, made within ten days from date of seizure, and shall be absolute and without redemption.

"If the tax collector can find no corporeal movables of the delinquent to seize, he may levy on incorporeal rights, by notifying the debtor thereof, or he may proceed by summary rule in the courts to compel the delinquent to deliver up for sale property in his possession or under his control."

It will be noted that in the second paragraph of this limitation statute, (which is relied on), no provision is made in terms for the sale of property for taxes that belonged at the time to the Government, and therefore the limitation provided for does not, *interms,* profess to deal with the tax sale of property belonging at the time of the sale to the U. S. Government. This omission is significant, although the inclusion of such a provision in the statute would have been ineffectual as decided by this Court in the case of Redfield vs. Parks, 132 U. S. 243, 244.

But an equally serious objection to the plea founded on the statute of limitation of the State of Louisiana is the fact that none of the sections of the act of Congress of February 10th, 1897, provide for a title based upon, or validated by a statute of limitation. The words in section 2: "* * * * including the laws of prescription" seems purposely to have excluded all consideration of any statute of limitation under the principle of *inclusio unius est exclusio alterius.* And we take it, it was besides not referred to in section 2 of the act of Congress of 1897 because of the fact that a statute of limitation is not a statute of prescription in legal parlance or intendment, nor is it a mode of acquiring property. This distinction between a statute of prescription and a statute of limitation is recognized not only in the elementary writers but is likewise recognized by the Supreme Court of the State of Louisiana.

Mr. Wood, in his work on Limitations, 3rd Ed., draws the distinction between a statute of limitation and a statute of prescription in the following language:

"They (statutes of limitation) defeat the remedy while the civil law doctrine of prescription defeated the right itself. Billings vs. Hall, 7 Cal. page 1." Wood on Limitation, p. 1.

The Supreme Court of the State of Louisiana in the case of Ashley vs. Bradford, 109 La. Rep. page 653, found it necessary to define what the nature and function and scope of the statute of limitation embodied in article 233 of the Constitution of Louisiana was, and it did so in the following language:

"The constitutional provision under consideration does not seek to validate void or voidable tax titles. It does not merely prescribe a time within which a bad title may ripen into a good one. It does not establish a rule of property. Its object and effect is to bar by limitation the owner's remedy if the time be suffered to elapse without suit. It bars all grounds or causes of action for setting aside the tax title save the two excepted from the operation of the provision. The constitutional provision takes nothing away—neither the right nor the remedy. It merely limits the time within which the original owner must present his claim. It really affirms the existence of a remedy, but limits its operation. The negligent owner is cut off by limitation because he failed to prosecute the remedy limited."

We are fully aware that in some of the decisions of the Supreme Court of the State of Louisiana applying Article 233 to the facts of particular cases that they have designated it as a statute "of prescription" and in some cases as " a prescription or peremption provided for by the constitution." But these terms were evidently merely a shorthand mode of reference to the statute, adopted for mere convenience of expression, and of course must yield to the specific definition already referred to from the

case of Ashley vs. Bradford in which they purposely and intentionally, in defining the scope and intent and purpose of this statute, gave it its correct technical legal definition under the laws of the State of Louisiana.

It may again be contended, and was in fact contended by the defendants in the Supreme Court of the State of Louisiana, that the words contained in section 2 of the act of February 10th, 1897, "including the laws of prescription," necessarily implied that this prescription should be applicable prior to the date of the act of Congress of February 10th, 1897, and should not simply be applicable to such term of prescription as might have accrued from the date of that act. But in construing this language we respectfully submit that Congress in no manner intended to intimate that prescription should run during the time that both the equitable and legal title remained in the government, nor did it intend to fix by the use of these words the initial point of the beginning of any prescription that should be applicable to the Corkran claim or to any other particular claim mentioned in the list of lands that were the subject of confirmation by that act. It must be borne in mind, on the contrary, that in formulating and adopting the various provisions contained in the sections of the act of Congress of February 10th, 1897, they were dealing with 288 separate claims that were demanding confirmation and that the only evidence they had before them of the nature and character to these several claims was the report of the Surveyor General of the State of Louisiana of 1874 and 1877 dealing with these claims, not singly, but as a class, and as the language of this one act purporting to deal with these 288 claims was

not susceptible of being so flexible and explicit as to provide a rule that might be applicable to each or every one of these claims separately, the act was merely intended to provide in general such provisions as might on investigation be found to be specially applicable to some of these claims. It is even intimated in the report of the Surveyor General that some of the claims contained in the list for confirmation, although appearing upon the U. S. Government maps as unconfirmed, might, on investigation, be found to have been recognized or confirmed in some way.

"* * * * Some claims which had always been treated by this office, the land offices and the department as unconfirmed and so shown upon the township maps have by such examinations been found to be confirmed and patents have issued; and the inference is just that similar research might reveal a few other confirmations not now supposed to exist. * * * *" (R. p. 418).

Now we contend that on account of this intimation in the report which clearly apprised Congress of the fact that some of the lands which were presented for confirmation, might, on further examination, be found to have been confirmed, that Congress stipulated that as to such claims the laws of prescription in the State of Louisiana should apply, for in case of confirmation the confirmee would hold the equitable title, and therefore the lands held under such title would belong to the domain of private property and be the legal subject of contracts and prescription. No intimation in the words of the act makes prescription applicable to the claims which were confirmed as a whole by the act of Congress of February 10th, 1897, and it was only to provide for the contingency of some of these claims appearing to have been confirmed, that the rules of pre-

scription were referred to in the act, Congress evidently intending by these words to provide that the laws of prescription should be applicable to such of these cases as might be found to be in that condition in which the laws of prescription would apply. And the application of the laws of prescription was manifestly intended under the terms of the act to be applied by the courts to all proper claims with which the act itself only dealt with in general terms. And this interpretation becomes still more obvious when the terms of the second section of the act are considered and in which the intent and purpose of the act is declared in the following terms:

"* * * * The true intent of this act being to relinquish and abandon, grant, give and concede any and all right, interest and estate in law or equity which the United States is or *is supposed to be entitled to in said lands.* * * * *"

For here is a clear intimation that Congress recognized that some of the lands included in the list might, as a matter of fact, not belong to the Government at all, in which event the laws of prescription of the State of Louisiana would necessarily be applicable, for in such event the land being private property, it would be subject to the laws of prescription, and it was in effect to provide an exception for such cases as just mentioned that Congress stipulated in the act that the laws of prescription should be applicable. Such construction besides is in thorough accord with the terms of section 3 of the act in which it was provided that the patent when issued should be for the use and benefit of the "true" and "lawful" owners—if there were such "true and lawful owners."

But a more important consideration probably than any of those heretofore advanced leads conclusively to the construction adopted by us in the foregoing argument, and that consideration is this: As already noted, the claims mentioned in the list accompanying the special report of the Surveyor General of the State of Louisiana names the parties who were the "claimants" of these lands. The confirmation of these "claims" was suggested in favor of these original claimants; they apeared upon the plats of the surveys by which they were located in place as the parties claiming them, and it must be presumed that these original claimants must have been the persons who set in motion the reports from the local land office at New Orleans suggesting and advising the confirmation of these claims. They were, therefore, the parties who were entitled to be the beneficiaries of any confirmation of these claims by Congress, and it must be presumed that they or their legal representatives, or assigns, were intended by Congress to be the beneficiaries.

Now if the view advanced by the defendants is correct, to-wit: that the Government intended that the laws of prescription should be applicable to these lands before the passage of the special act of Congress of February 10th, 1897, this would defeat the rights of these beneficiaries without any fault on their part, for the report of the surveyor general clearly intimates that from the earliest dates at which applications were made to the local land office for the confirmation of these claims, that such applications were invariably refused, and the lands were placed from the earliest times in a state of reservation, and up to the passage of the act of Congress of February 10th, 1897,

were so held in a state of reservation. This appears from the context of the report of the surveyor-general of the State of Louisiana of 1874 and 1877 (R. page 415, *et seq.*), as also the correspondence with the general land office at Washington, D. C., and attorneys and claimants, (R. pages 377 to 403, and letter page 395). The lands, therefore, were held in a state of reservation from the earliest times, and the department uniformly refused to recognize these claims, at the same time refusing to make any disposition of the same under the United States land laws. As already noted, the action of Congress on these claims, was delayed at least from 1880 up to the date of the act of Congress of 1897, Congress holding the recognition of these claims in suspense during that time. During the whole of this time, while the rights of the claimants were held in suspense, between the year 1874 and 1897, third parties, altogether strangers to the original claimants, obtained titles, or rather the purported titles of the State, to this land, and it is under these purported titles, acquired during the period when this land was in a state of reservation, that the defendants rely to defeat the claims of these original claimants or their heirs. Now during the whole of the time while these lands were held in a state of reservation, and while the rights of the claimants were held by Congress in a state of suspense, it is claimed that the rights of the claimants were divested. If they are held to be divested, it thus appears that they were so divested during the time that these claimants were under a legal disability to protect themselves, for during the whole of the time that their rights and claims were held in suspense by Congress, they could have initiated no proceedings in

the State Courts to protect themselves, either against trespassers or other parties, occupying or laying any sort of claim to the land in contest in this suit. Such a construction holding valid the alleged divestiture of the title of these claimants, while the lands were held in a state of reservation, and under the control of the Government, would practically have the effect of destroying their rights or permitting them to be destroyed, at a time when they could not legally act for their own protection, and during the time that the whole status of these lands was held in a state of suspense. Nor can any laches be imputed to the claimants in this case, because as stated by this Court in the case of Gibson vs. Chouteau, 13 Wall. p. 100:

"The same principle which forbids any State legislation interfering with the power of Congress to dispose of the public property of the United States also forbids any legislation depriving the grantees of the United States of the possession and enjoyment of the property granted by reason of any delay of the transfer of the title after the initial proceedings for its acquisition. The consummation of the title is not a matter which the grantees can control, but one which rests entirely with the Government. That the legal title when transferred gives the right to possess and enjoy the land, and it would amount to a denial of the power of disposal in Congress if these benefits which should follow upon the acquisition of that title could be forfeited because they were not asserted before that title was issued."

It has likewise been decided by this Court that where lands were held in a state of reservation by the government, that any disposition of the same in violation of the rights of the subsequent confirmee were null and void, and even a patent issued therefor could be treated as null and void, even in a collateral proceeding.

Morton vs. Nebraska, 21 Wall. 660;
Polk's Lessee vs. Wendall, 9 Cranch 87;
Same vs. Same, 5 Wheat. 303;
Doe ex dem Pattison vs. Winn, 11 Wheat. 379;
Stoddard vs. Chambers, 2 How. 284;
Minter vs. Crommelin, 18 How. 87;
Rice vs. Railroad Company, 1 Black 358;
Stone vs. U. S., 2 Wall. 525;
Mills vs. Stoddard, et al., 8 How. 345;
Polk's Lessee vs. Wendall, 5 Wheat. 293.

The action of the officers of the Land Department, is in legal intendment, the action of the Government. 101 U. S. 768; Wolsely vs. Chapman.

It was practically conceded by the counsel for defendant in the lower court that the tax sale, upon which the defendants rely, was not a legal sale, but they contended that it was "color of title." The answer to this contention is obviously that the special act of Congress requires not that the title shall be mere "color of title," but that it shall be a "true" and "lawful" title, and as this title must be tested by the provisions of the act of Congress, mere "color of title" would not be sufficient to bring the defendants within the reservation stipulated in favor of third parties. It is besides a title not derived from, or in privity with, Anthony Corkran or his heirs, but being a tax sale, was made in antagonism to his title.

It will be noted that the answers of Laurent Arnaudet, Arthur Latreille, Eugene Houssiere and William Fitzhugh (R. 39 and 40), in terms admit that their claims and titles, such as they are, necessarily depend upon the provisions of the act of Congress that we have argued hereinabove, and the position so taken has been adopted by most, if not all, of the defendants in this suit. (See answer

S. A. Spencer & Co. page 63 *et seq.*; Dr. R. F. Martin, R. page 60).

We have in the foregoing argument merely adverted to some of the nullities appearing upon the face of the titles adduced by the defendants in this suit. In arguing other assignments the other intrinsic nullities in these titles, under the laws and jurisprudence of the State of Louisiana, will be specially pointed out and referred to.

SIXTH ASSIGNMENT.

That the Court erred in holding as valid a pretended tax sale of the property in dispute, made to one Henry Gellert in the year 1882, at a time when the title of said property was vested in the United States, and subject to their control and disposition, and when the said property was exempt from taxation by the laws of the State of Louisiana and of the United States, and its sale for taxes prohibited.

The Supreme Court of the State of Louisiana assumed as the basis of its judgment in this case a severance of the title and interest of the United States in and to the land in controversy prior to the passage of the special act of Congress of February 10th, 1897. This fully appears from the whole context of the decision by said Court in this case. We respectfully submit that this predicate being incorrect, the whole judgment of the Supreme Court has no basis upon which to rest.

As ten years had not elapsed (and has in fact, not yet elapsed) from the date of the special act of Congress of February 10th, 1897, the ten-year prescription pleaded by the defendants can have no application under the conclusion that we adopted as to the date and manner of the

severance of the title and interest of the United States in and to this land. Only a little over four years had elapsed between the date of the passage of the act of Congress of February 10th, 1897, and the institution of this suit.

But the Supreme Court of the State of Louisiana intimates in its judgment in this suit, that even if the interest of the United States in the property in dispute in this case had not been severed prior to the date of the act of Congress of February 10th, 1897, that the action of the plaintiff in this suit for the recovery of the property in contest was barred under the provisions of article 233 of the Constitution of the State of Louisiana of the year 1898. Conceding now, merely for the sake of the argument, that under the terms of the special act of Congress of February 10th, 1897, that the statute of limitations of Louisiana, known as article 233, was intended to be referred to and included under the terms "laws of prescription" mentioned in the second section of that act, even in that case we respectfully submit that this statute of limitations would have no legal application to this case.

The asserted tax deed of December 2d, 1882, being void upon its face (as we have attempted to show in the argument of the preceding assignment and as will be further shown on the argument of other assignments), under the settled jurisprudence of this Court, this statute was entirely inapplicable.

Moore vs. Brown, 11 How. 414;
Walker vs. Turner, 9 Wheat. 541;
Trustee Ky. Seminary vs. Payne, 3 T. B. Mon. 161-164;
Waterson vs. Devoe, 18 Kan. 223, 232;
Shoat vs. Walker, 6 Kan. 65;
Sutton vs. Stone, 4 Neb. 319;

Mason vs. Crowder, 85 Mo. 526;
Skiles vs. King, 2 A. K. Marsh (Ky.) 385;
Sheehy vs. Hinds, 27 Minn. 259;
Cutler vs. Hurlburt, 29 Wis. 152;
Gomer vs. Chaffee, 6 Col. 314;
Wofford vs. McKinna, 23 Tex. 36;
Taylor vs. Miles, 5 Kan. 498;
Stringfellow vs. Tenn. Coal Co., 117 Ala. (22 So. Rep. 997.)
Wiggins vs. Curley, 106 Ala. 262;
Wagnan vs. Fairbanks, 105 Ala. 527;
Hoskins vs. Ill. Central R. R. Co., 79 Miss. 768;
Wright vs. Cradelbaugh, 3 Nev. 311;
Early vs. Whittingham, 43 Iowa 162;
Fla. Savings Bank vs. Brittain, 20 Fla. 507;
Payne vs. Pratley, 5 Kan. 525;
Burdick vs. Bingham, 38 Minn. 582;
Townsend vs. Edwards, 25 Fla. 582;
Lane vs. Cook, 15 Wis. 446;
Wakely vs. Mohr, 18 Wis. 321.

The obligation to pay the tax is the foundation of the right to assess and sell the property.

Blackwell on Tax., Chap 25, page 403;
Black on Tax Titles, Chap. 13, par. 228, 251;
Cooley on Taxation, page 322, Ed. 1876.

Unless the tax be legally due, the taxing officers have no jurisdiction to assess and sell the property, and all their acts in the premises are *coram non judice.*

Blackwell, Chap. 25, page 403;
Black on Tax titles, Chap 13, par. 228, 251;
Cooley on Taxation, page 322, Ed. 1876.

All of the elementary writers on taxation recognize the doctrine, that where the land owed no tax, all proceedings on the part of the taxing officers are *ultra vires* and void,

and that a tax sale made under such circumstances is likewise absolutely void.

See authorities *supra.*

The jurisprudence of Louisiana itself has always recognized the correctness of the foregoing two propositions.

In re Orloff Lake, 40 (La.) Ann. 142;
In re Douglass, 41 (La.) Ann. 765;
Auguste et al. vs. Heirs of Lawless, 45 (La.) Ann. 1370;
Brown wife vs. Pontchartrain Land Co., 48 (La.) Ann. 118;
Prescott vs. Payne, 44 (La.) Ann. 650;
Sims vs. Walshe, 49 (La.) Ann. 781, *et seq.*;
Leseigneur vs. Bessan, 52 (La.) Ann. 187;
Rawlins vs. Auch, 8 (La.) Ann. 19;
Aronstein vs. Irwine, 49 (La.) Ann. 1482;
Reeves vs. Towles, 10 La. 276.

The Supreme Court of Louisiana in this case rested its decision almost entirely upon a ten-year prescription predicated upon an assumed severance of the title and interest of the Government prior to the year 1897. The reference to the limitation statute of the State of Louisiana in the decision, and which was held to apply under the facts of this case, seems merely to have been added as an alternative argument. The decision on this point, while not strictly speaking *obiter dictum,* was evidently not intended by the Court to be controlling, and only one case is referred to where a tax sale made of property belonging at the time of the tax sale to the Government was held to be validated by a limitation statute, and this is the case of McAlfree vs. Railroad, reported in 64 Iowa, p. 779. And we respectfully submit that this one case, with perhaps a few others referred to therein, afford no conclusive answer

to the strong array of cases that we have cited above.

This Court has besides ratified and approved the doctrine advanced by us in the following cases:

Redfield vs. Parks, 132 U. S. 250, 251;
Gibson vs. Chouteau, 13 Wall. 92;
Wilcox vs. Jackson, 13 Peters 498;
Hussman vs. Durham, 165 U. S. 144.

Nor does the "fiction" of relation apply under the facts of the case.

Hussman vs. Durham, 165 U. S. 144;
Redfield vs. Parks, 132 U. S. 247;
Lynch vs. Bernal, 9 Wall. 325.

Besides, the McAlfee case did not turn upon the application of a short statute of limitation, such as Article 233 of the Constitution of Louisiana, but upon a ten-year limitation statute. This clearly appears upon a consideration of that case. There are two limitation statutes in the State of Iowa, one embodying the general statute of limitation of ten years, and a short statute of five years. See Wood on Limitation, pages 718 and 719, referring to McClain's Revised Codes and Statutes of 1888, of State of Iowa, Title 17, Chap. 2.

We respectfully submit the points raised under the 8th and 9th assignments of error, the argument hereinabove made, as also upon the argument which will be hereinafter made upon the 7th and 10th assignment.

SEVENTH ASSIGNMENT.

That the said Court erred in holding that the laws of the State of Louisiana in relation to prescription and the limitation statute, enacted in article 233 of the Constitu-

tion of the State of Louisiana for the year 1898, were applicable to the pretended tax sale of the property in contest in this suit gave such a construction of said laws as would deprive petitioner of its property without due process of law in violation of the 14th Amendment of the Constitution of the United States.

We respectfully submit that this assignment has been properly made to entitle us to a hearing before this Court. It will be noted that the same point was made in an assignment of error filed in the Supreme Court of Louisiana on the 11th day of February, 1903, prior to the argument and decision of this case in that Court. (R. page 525). It is true that article 5 of the Amendments of the Constitution was referred to instead of the 14th. This mis-reference was subsequently corrected in the petition for a rehearing in the Supreme Court of the State of Louisiana on November 16th, 1903, in which the 14th Amendment of the Constitution of the United States is referred to as well as the 5th in support of this identical point. According to the practice of the State of Louisiana no new point can be raised on the application for rehearing, which was not expressly made on the original hearing, but it is not a violation of the Louisiana practice to support a point made on the original hearing by adducing new or additional authorities.

Sobe vs. Merchants Ins. Co., 6 L (La.) Repts. 193.
Rightor vs. Phelps, 1 R (La) Repts. 330;
Succession of Broom, 14 Ann. (La.) Repts. 67.

DUE PROCESS OF LAW.

We respectfully submit on the argument made under the previous assignments of error in this case, as also that under the 10th assignment, that the tax deed in this case on its face makes it amenable to the inhibition of the 14th Amendment of the Constitution of the United States as to due process of law:

Randall vs. Brigham, 7 Wall. 529, reviewing jurisprudence and citing numerous cases.

Under the doctrine announced in these cases it is almost unnecessary to argue that a sale of property at tax sale that was exempt from taxation, to say nothing of the legal insufficiency of the description in the tax sale, was a taking of property "without due process of law."

BILLS OF EXCEPTION.

Written motions were made before trial to strike out of the answers of the defendants all averments intended to serve as a basis for the introduction of parole evidence to correct, add to, amplify, enlarge or reform the recitals in the tax deed of December 2, 1882, relied on by the defendants. (R. 56, 57, 64, 65, 66.) This motion was denied. (R. 61.)

On the trial the same point was made, when the copy of the tax deed was sought to be introduced as No. 1 of their evidence, in the following words, (R. 106):

"This offering is objected to by counsel for plaintiff on the ground that this act is irrelevant, and inadmissible as it does not affect the issues of this suit, as it does not comprehend the property involved in this suit; also, that

it is too vague and indefinite in location as the property cannot be properly identified, and further, that there is nothing to show in the evidence that the U. S. Government ever parted with its title up to 1897."

The same objection was made to the introduction in evidence of any maps, or other evidence, documentary or oral, to amend, reform, or correct the radically defective description in the tax title offered in evidence by them. (R. 106.) All the mesne conveyances were objected to for the same reasons. (R. 107, 108, 109.)

When the witnesses, Zeon Huber, Jean Gay, V. Huber, Alfred Fontenot, C. Fontenot, E. Houssiere, Arthur Latreille, and Arnaudet were testifying, like objections were made to any parole evidence offered for the same purpose. (R. 436, 441.)

Then a formal bill of exceptions was drawn up and duly signed, excepting to the ruling of the Court denying the motion to strike out. (R. 470.)

Then again a general bill of exceptions to the ruling of the Court permitting any evidence, documentary or oral, to be received, on the following grounds:

"When plaintiff company, through their counsel, objected to the reception of all or any part of said evidence on the grounds stated in the motion to strike out filed in this suit by plaintiffs and especially on the ground * * * that the description of the property in said tax deed is utterly null and void and conveys title to no specific property whatever, and said description (in the tax deed) is legally insusceptible of explanation, correction, amendment, or amplification whatever, by any species of evidence whatever, documentary or oral, and as said deed neither embraces nor comprises any specific property, either by government subdivisions or by bound-

aries, or by any reference to accessible public documents, no evidence was admissible to explain, or correct its incurable defects, for purposes of identification or otherwise, or for any purpose whatever." (In order to save time and avoid a repetition of the same objection to similar evidence, by consent of the Court and of opposing counsel, the objections hereinabove made are to apply to any and all evidence heretofore offered by defendants for the purposes objected to, as well as to all evidence which may be hereafter offered by defendants for said purpose, without its being necessary to make any further objections in the premises, or to note or take any further bill of exceptions.) (R. 472, 473.)

This reformatory evidence should all have been excluded—the text writers, the law and jurisprudence of Louisiana, and the jurisprudence of all the States, concurring and agreeing on this point.

Blackwell on Tax Titles, 3rd Ed., page 123, 124, 125, 126, 127, 128, 129, and notes, page 514 note;
Black on Tax Titles, par. 406, 407, page 513, par. 112;
Cooley on Taxation, page 558.

"Parole evidence shall not be admitted against or beyond what is contained in the acts nor on what may have been said before, or at the time of making them or since."

La. Civil Code, Art. 2276;
Wilson vs. Marshall, 10 (La.) Ann. 327;
Scott vs. Parry, 108 (La.) Repts. p. 11;
Keane vs. Cameron, 82 Am. Dec. 743;
Wofford vs. McKinna, 76 Am. Dec. 53;
Powder vs. Bowdle, 44 Am. St. Rep. 523.

This evidence seems not to have been considered at all by the Supreme Court, as no reference whatever is made to it in the opinion. The Court seemed to have considered the description in the tax sale sufficient in law, with-

out the aid of this evidence. It seems to us to have been improperly admitted by the trial court, and we respectfully submit that it should not be considered by this Court.

The judgment to which the writ of error is prosecuted should be reversed and an order made directing the entry of a judgment for the plaintiff in error.

Respectfully submitted,

HAMPDEN STORY,
E. B. DUBUISSON,
KENNETH BAILLIO,
Attorneys for Plaintiff in Error.

Supreme Court of the United States.

OCTOBER TERM, 1904.

No. 249.

CORKRAN OIL & DEVELOPMENT COMPANY,

PLAINTIFF IN ERROR,

vs.

LAURENT ARNAUDET, ARTHUR LATREILLE,

EUGENE HOUSSIERE, *ET AL.*

IN ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

SUPPLEMENTAL BRIEF ON BEHALF OF PLAINTIFF IN ERROR.

STATEMENT OF THE CASE.

Only so much of the case and of the assignment of errors as is necessary to a proper understanding of the argument herein presented will be here stated for the reason that a full statement of the case and a complete transcript of all the assignment of errors are set out in the principal brief.

Plaintiff sued to recover from the defendants section No. 47 in township No. 9 south of range No. 2 west in the southwestern district of the State of Louisiana. It alleged that it acquired said property by mesne conveyances from the heirs of Anthony Corkran, who acquired from the United States Government, under a patent issued in pursuance to a private act of Congress passed February 10th, 1897, and that the defendants had possession of said property and were mere trespassers without title. (Record, pp. 1-8.)

The essential parts of the patent are as follows:

"The United States of America to all to whom these presents shall come—Greeting:

"Whereas, by the act of Congress approved February 10th, A. D. one thousand eight hundred and ninety-seven, entitled 'An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana,' it is provided—

"That all the right, title and interest of the United States in and to the lands situate in the State of Louisiana, known as the located but unconfirmed private land claims therein, aggregating about eighty thousand acres, and specifically described in the list or tabular statement accompanying the report, dated February nineteenth, eighteen hundred and eighty, made by the surveyor-general of Louisiana to the Commissioner of the General Land Office, under a resolution of the United States Senate of December second, eighteen hundred and seventy-nine, and which report and list were communicated to the Senate by the Secretary of the Interior on March eighth, eighteen hundred and eighty as Senate executive document numbered one hundred and eleven, Forty-sixth Congress, second session, shall be, and the same are hereby directed to be granted, released, and relinquished by the United States, in fee simple, to the respective owners of the equitable titles thereto and their respective heirs and assigns forever, as fully and completely, in every respect whatever, as could be done by patents issued therefor according to law.

"Sec. 2. That nothing contained in this act shall in any manner abridge, divest, impair, injure or prejudice any valid right, title or interest of any person or persons in or to any portion or part of the lands mentioned in said first section, the true intent of this act being to relinquish and abandon, grant, give and concede any and all right, interest, and estate in law or equity which the United States is or is supposed to be entitled to in said lands, in favor of all persons, estates, firms or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription, in the absence of the said interest and estate of the United States.

"Sec. 3. That the Department of the Interior shall cause patents to issue for such lands, and such patents shall issue in the name of the original claimant as appears in the list or schedule aforesaid, and when issued shall be held to be for the use and benefit of the true and lawful owners as provided in sections one and two of this act.

"And whereas, the private land claim of Anthony Corkran appears in the list of claims embraced in the aforesaid Senate executive document numbered one hundred and eleven, and, therefore, stands confirmed and entitled to a patent under the terms of the act of Congress herein before recited.

"And whereas, the aforesaid claim has been regularly surveyed as section forty-seven in township nine south of range two west in the southwestern district of Louisiana, containing five hundred and eighty acres and ninety-hundredths of an acre, as appears by the plat and descriptive notes thereof on file in the General Land Office of the United States, duly approved by Chas. F. Dickinson, U. S. surveyor-general for the State of Louisiana on the thirtieth day of October, one thousand eight hundred and ninety-seven, * * *

"Now know ye, that the United States of America, in consideration of the premises herein set forth, and in conformity with the provisions contained in sections two and three of the aforesaid act of the tenth day of February, one thousand and eight hundred and ninety-seven, has given and granted, and by these presents does give and grant unto the said Anthony Corkran and to his heirs

and assigns the tract of land embraced and described in the foregoing survey:

"To have and to hold the said tract of land with the appurtenances unto the said Anthony Corkran, his heirs, assigns and successors in interest forever. * * * "

(Record pp. 110-113.)

The substantial portions of defendant's answer to plaintiff's petition are as follows:

"Now come defendants Laurent Arnoudet, Arthur Latreille, Eugene Houssiere and Wm. M. Fitzhugh, through undersigned counsel, and reserving the benefit of exceptions hereinbefore filed, and insisting on a trial thereof *in limine* and before reaching the merits, who, for answer to plaintiff's petition, say true it is that Anthony Cockran or Corkran 'claimed during his lime time' the land claimed by plaintiff herein, and true it is that the land claimed, was patented by the United States Government to Anthony Cockran and his heirs under and according to the provisions of the act of Congress of date 10th of February, 1897, entitled 'An act to quiet title and possession with respect to certain located but unconfirmed private land claims in the State of Louisiana.' And your respondents further answering say that said act of Congress is fully set out in the preamble to the patent issued thereunder to Anthony Cockran and his heirs on the 2nd day of November, 1897, and that by and under the provisions of said act, the United States relinquished title to about eighty thousand acres of land in the State of Louisiana, and especially provided that while the patent should issue in the name of the original claimants or his heirs, the title of the United States should be granted in fee simple to the respective owners of the equitable title thereto and their respective heirs and assigns, and that nothing in the act should abridge, divest, impair, injure or prejudice any valid right, title or interest of any person or persons in and to any portion of part of the lands mentioned in the first section of said act, which first section mentions and includes all the unconfirmed but located private land claims in Louisiana at the date of the passage of the act, of which unconfirmed but private land claims,

the claim of Anthony Cockran to certain lands, then in the parish of St. Landry, situated on Bayou des Cannes in the lower Mamouth in section forty-seven, township nine (9) range two (2) west, was one and is now the land in controversy in this suit.

"And your respondents say that the true intent of said act of Congress is fully set out in the second section thereof, as follows: 'The true intent of this act being to relinquish and abandon, grant, give and concede any and all right, interest and estate in law and equity which the United States has, or is supposed to be entitled to in said land in favor of all persons, firms or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription, in the absence of all said interest and estate of the United States.'

"And your respondents say that under and by virtue of the law of Louisiana, all the right, title and interest of Anthony Cockran and his heirs, in and to the lands claimed by plaintiff, and patented as aforesaid to Anthony Cockran and his heirs, had been divested long prior to the issuance of the aforesaid patent, and was held in full and complete ownership long prior to the date of said patent by the authors of defendants, and by defendants, under good valid and perfect titles, by and under the laws of Louisiana, including the laws of prescription.

"Respondents further say that the authors of defendants, and defendants themselves had acquired by true and valid title, all the right, title and interest and estate at law or equity of the United States in and to said land patented to Anthony Cockran and his heirs prior to the issuance of said patent, under and by virtue of *ende*feasible alienation of said land under the laws of Louisiana, providing for the sale of all lands situate within its borders for non-payment of the taxes necessary for the due operation of the government thereof; and by the alienation thereof from the purchaser at tax sale, and from such alienee, through mesne conveyances to your respondents, all of which alienations are translative of property, under which the respective purchasers went into possession and exercised quietly, peaceably and uninterruptedly, all and every act of ownership from the

time of their respective purchases, and during their respective possession until this present time. And they further say that the unconfirmed but located private land claim in and to the land so patented to him and his heirs was susceptible of taxation under the laws of Louisiana, and was properly assessed and sold for taxes, as will be hereinafter specially set out.

"Respondents further say that their chain of title is as follows, to-wit:

"That on the 2nd day of December, 1882, at the court house in the town of Opelousas, parish of St. Landry, in which parish the lands in question were then situated, Cornelius C. Duson, sheriff and *ex-officio* tax collector in and for said parish, did sell the following described property at public sale, after due advertisement, to Henry Gellert or Gillert, viz: Four hundred and eighty (480) acres of land situated in the lower Prairie Mammouth on Bayou des Cannes, being in township nine (9) south of range two (2) west, being the property of Anthony Cockran, as per assessment roll of the State of Louisiana of the year 1881; to satisfy a debt due said State for the unpaid taxes of the year 1881 for the price and sum of twenty-five ($25) dollars.

"That on the 27th day of December, 1882, the said Duson, sheriff and *ex-officio* tax collector, before G. L. Dupre, notary public, parish of St. Landry, did execute in favor of the said Henry Gellert, a tax deed for said property described as above, which deed was recorded on December 27, 1882, in Conveyance Book "N" No. 2 at pages 55 and 56 in the office of the clerk and recorder of the parish of St. Landry.

"And your respondents say that Henry Gellert went into possession immediately after he acquired, as aforesaid, at tax sale of the lands sold to him and that said tax sale embraced the whole of section forty-seven (47) township nine (9) south of range two (2) west, Louisiana meridian.

"Further, that all the purchasers subsequent to Gellert went into immediate possession of that land at the date of the respective purchases and that they, as well as Gellert occupied that same as owners with undisturbed and quiet posession; plowed, fenced, ditched and cultivated

the same in various crops and erected various improvements thereon and excercised without disturbance, all power and function of ownership.

"And they further say that the land purchased by Gellert at the tax sale aforesaid, is the same land patented to Anthony Cockran or his heirs, and that the superficial area in acres mentioned in the tax deed to Henry Gellert is controlled by the description of the land set out in the said deed, and that the same conveyed, as it was intended to convey, all the right, title and interest of Anthony Cockran or his heirs in and to the unconfirmed but located private land claim of said Anthony Cickran or his heirs to section forty-seven (47) township nine (9) south of range two (2) west on Bayou des Cannes in the lower Prairie Mamou, parish of Acadia.

"Respondents say that their author Jean Gay applied first for patent issued by the government as aforesaid, through his attorney in fact, Wilman Bradford, and that the patent only issued in compliance with the third section of said act of Congress of February 10, 1897, not as as recognizing any title to said Anthony Cockran or his heirs absolutely but for the benefit of all parties who had acquired title to said lands under the laws of Louisiana, prior to the issue of said patent. And that in law and fact the patentees hold under said patent as trustees for the beneficiaries holding the legal and equitable title springing from the laws of Louisiana, recognized in said act of Congress.

"Defendants especially plead in bar of this action, and in support of their titles, the prescription of three, five and ten years.

"They say that the prescription of three years established by article 233 of the Louisiana constitution of 1898 is a complete bar to this action. * * * *" (Record pp. 39-44).

According to the system of practice prevailing in Louisiana, plaintiff could avail itself of all means of attack against the defenses set up without any plea in replication.

Article 329 of the Code of Practice of Louisiana provides:

"When the defendant in his answer, alleges on his part new facts, these shall be considered as denied by the plaintiff; therefore neither replication nor rejoinder shall be admitted."

The Supreme Court of Louisiana has applied the provisions of said Article of the Code of Practice to cases on all fours with the case at bar. In Hickman et al vs. Dawson and Husband et al., 33 Ann. 438, the syllabus, prepared by the Court, in part reads as follows:

"The well established rule of law, that the validity of a tax sale cannot be attacked collaterally, but only in a direct suit, does not apply to a petitory action, in which the defendant alleges the tax sale as his title. There, the plaintiff has the right to show the illegality of the title opposed to him, though it be a tax sale *prima facie* valid.

"In such a case, all matters of defense set up in the answer must be considered as open to every objection of law and fact, as if such objection had been specially pleaded."

And in Telle vs. Fish, 34 Ann. 1243, it is said:

"In a petitory action, the rule is well established, that the plaintiff has the right to meet the title opposed to him even when it is a tax sale, by all means of attack, as if specially pleaded."

Both of these decisions were quoted approvingly in Willis vs. Cypress Co., 108 La. 256.

Under these well established rules of practice, plaintiff, in argument in both the trial and appelate courts and with their sanction, assailed the validity of the tax title set up in defense against its claim on the grounds, first, that the property claimed was not taxable at the time when the alleged tax sale was made because the title, both legal and equitable, was then in the United States, and secondly, that the description of the property in the tax deed

was so vague and indefinite that it could convey no property, and, as a necessary corollary, that the prescriptions pleaded did not apply because such a deed was not color of title under which property could be acquired by prescription. In this brief, only the second objection and its corollary will be argued.

On this branch of the case, the decision of the Supreme Court of Louisiana was as follows:

"Plaintiff urges that even if the property had been subject to assessment and sale for States taxes, the tax sale of Henry Gellert in 1882 was absolutely null and void. conveyed [no property] and could convey none to him. Counsel aware of the provisions of art. 233 of the constitution of 1898 as to the prescription of three years barring an action seeking to annul a tax title, brought a direct petitory action against defendants as being in the actual possession of the property which they claim. Referring to its demand plaintiff says: 'It is a petitory action. That action pure and simple unaccompanied by any demand in nullity is never prescribed, though the defendant in such action may show a better title by the aid of prescription. This is the case here. Plaintiff has not attacked the defendants' title. It has set up its own and alleged that the defendants possessed the property claimed as trespassers. The defendants set up an adverse title and claimed that by the aid of prescription it has the better title. Of course our whole argument upon this head depends upon the correctness of the proposition heretofore advanced that the tax deed is absolutely null for want of description by which the property could be identified. * * * * *

"'In this case the nullities in the tax proceedings of 1822 were not pleaded by the plaintiff in this suit, nor was any evidence offered to establish them. The nullities alleged appear upon the very face of the tax sale and the other documents offered in evidence by defendants themselves and our whole argument in this case, in so far as these proceedings are concerned *are* founded entirely upon what appears upon the face of the evidence tendered by

the defendants themselves. This evidence was offered and introduced with all these patent nullities stamped upon them. The nullities are inherent and not extrinsic and import their invalidity on their face. We have attempted to show that the tax deed of 1882 is absolutely null upon its face because it conveys no certain property in terms, and because of the fact that the property mentioned in terms is impossible of identification. It therefore does not possess the character of a "sale of property for taxes" in the purview and intendment of article 233 of the constitution of 1898 nor does there exist any necessity "to set it aside" in the language of that article, for it is a *nudum pactum* intrinsically null and void and requiring no action of the court beyond the mere declaration of a judicial conclusion as to that fact inevitably derived from the mere inspection of the document itself.'

"The defendants in answer to plaintiff's petitory action pleaded as we have seen the general issue; they then pleaded that they and other authors had been in the actual corporeal possession of the property claimed, as owners under the conditions required for acquiring the same, by the prescription of ten years; they also pleaded in bar of plaintiff's action the prescription provided for by article 233 of the constitution of 1898.

"On the trial of the case defendants established that they and their authors had been in possession as they had alleged, and they claimed and now claim they were entitled to hold the property by the prescription of ten years in the absence of affirmative proof by the plaintiff of some circumstances which would take the case out of the operation of the laws of prescription invoked. Defendants offered in evidence a deed which showed upon its face that defendants and their authors traced their title back to a tax deed made by the State tax collector as far back as 1882. Plaintiff had not attacked this tax sale in their petition, nor did they attack it after the deed was offered, but contented themselves with arguing and maintaining that the tax deed introduced showed on its face the nullity of the tax sale.

"In dealing with the issues submitted to the court we will first say that the presumption *'omnia rite'* applies to tax sale under some circumstances and conditions as well

as to sales under execution after a great lapse of time. (This court had itself applied that presumption to a tax sale in Willis vs. Cypress Co. 108 La. 255). Where proceedings having for effect the divestiture of title, have remained for many years unattacked, and parties have been permitted to remain under them for long periods in the quiet possession of property as the true owners, adding to their value by permanent improvements, weakness of the evidence offered as *as* to certain facts will frequently be fortified and the want of positive testimony supplied by presumptions when this would not be allowed in matters of recent date.

"In the present instance plaintiff urges the tax title was an absolute nullity because the description of the property to be sold, is too indefinite to transfer any property whatever. The full description in the tax deed is 'four hundred and eighty-one acres of land situated in the lower part of Mamou on Bayou Canne, being in township nine—south of range two west, being the property of Anthony Cochran or his heirs as per assessment roll of the State of Louisiana of the year 1881.

"Counsel calls attention to the fact that defendants did not offer the assessment therein referred to but only the tax deed and they argue that the description in the assessment must be presumed to be faulty and identical with that in the deed. We can scarcely adopt that inference as logical for had the two descriptions been precisely the same there would have been no reason for referring back to the assessment roll. The inference would rather be that the assessment description was broader, more precise and more definite than was that in the deed. We should not and will not after this great lapse of time presume illegality or insufficiency in the assessment to which reference was made, but on the contrary we will presume that it was correct and regular. If the assessment roll was not produced it was doubtless because it had been mislaid or had not been preserved. Not much attention is paid to documents of that kind after they have served their present purpose. We think the defendants were not called upon to make explanations in the absence of actual attack upon the tax proceedings, but were justified in relying upon the presumption of regularity which would

apply to them under existing conditions. It was defendant's duty to have raised by pleadings under the circumstances, a direct issue as to the illegality of the assessment and tax sale.

"Plaintiff in referring to the requirements of an act divesting title says, 'It should show on its face or by reference to accessible public documents what is taken from the owner and transferred to the purchaser,' and cites in support of that position a great number of authorities among others that of Wilson vs. Marshall 10 A. 329.

"The tax deed offered did refer to the assessment roll of 1881, a public document which was then accessible though it was subject to loss.

"Defendants evidently relied in their pleadings and proof upon Art. 233 of the constitution upon the strength of the defensive position which they would hold when they should have shown an actual corporeal possession of the property claimed by themselves and their authors for nineteen or twenty years as owners and have traced their rights back to a tax sale.

"We do not think plaintiff's position at all strengthened under the present laws by the fact that it brought 'a petitory action pure and simple.' The issue between the parties finally took the shape of an attack made by the plaintiff out of possession of certain property, upon defendants in the actual possession of the same, and justifying their possession by tracing the origin of such possession back to a tax sale. The form of the action did not change the issue. Defendants do not plead prescription against the petitory but upon an incidentally raised question of nullity. The sale referred to was strictly a sale for taxes; the property was proceeded against as property belonging to Antony Cockran or his heirs and as matters have now shaped themselves, it must be taken to have belonged to them at the time of the sale. The defendants and their authors not only had corporeal possession extended prior to 1898, but it—before the institution of this suit for three years after the adoption of the constitution of 1898 so that this possession was itself protected permanently from attack by plaintiffs by article 233, independently of the merits of the tax title (Leffingwell vs.

Warren Burroughs on Taxation 343, Cooley on Taxation 550, 559, 557, 559, 560, 561. Blackwell on Tax Titles sec. 805, p. 642) even had the property at the time of the tax sale not been segregated from the public domain, and even though their title to the property had been void. (*In re* Lockhart). This permanent protection to possession is equivalent to legal ownership. (Pillow vs. Roberts 13 Howard 472-772). In Am. & Eng. Ency. of Law on pages 267, 284, 285, 286, 287 and 288 are collated numerous authorities to the effect that a tax deed which purports to convey the title to real estate to the grantee constitutes color of title, although it may be void and one of the citations is to the effect that where defendant had taken possession of the land in question, under a tax deed *void because the land belonged to the United States and was not subject to taxation*, but continued in uninterrupted possession under his tax deed for more than ten years after plaintiff procured his title, it was held that although defendant's color of title *began* while the government *yet held the land* yet his possession thereafter was continued for more than ten years after plaintiff acquired his title, plaintiff's right of action to recover the land was barred by the statute of limitation, though the statute would not have run against the Government had the title reamined in it. (See Pillow vs. Roberts 3 Howard 472). Plaintiff had certainly the right even on their own theory to attack defendant's tax title after February, 1897; having failed to institute their proceeding within the three years from the date of the adoption of the constitution their right of action was forever barred. (*In re* Lockhart 109 La. 739).

"We think that defendants have sustained their defense under both of the prescriptions invoked; that of ten years *acquirendi causa* and that of three years under art. 233 of the constitution.

"Plaintiff contends that the property sold at the tax sale was not susceptible of identification, but as a fact Gellert did identify it as now shown by the patent and took possession of it under color of title as owner. The present defendants seem to have been for a number of years in actual possession of nearly the whole of the tract and

though Gellert, the purchaser at the tax sale did not enclose the entire property, he fenced a part and cultivated and used part as a pasture, possessing under a title he had constructive possession of the whole. Cochran and his heirs had possession of no part of the tract." (Record p. 542, *et seq.*)

The following is the portion of the motion for a rehearing which has aplication here:

"Sixth. That the court erred in holding that the clause 'being the property of Anthony Cockran or his heirs as per assessment roll of the State of Louisiana of the year 1881' immediately following the description of the property in the tax deed referred to the assessment roll of the year 1881 for a further or more extended description of the property attempted to be conveyed.

"It is respectfully contended that the court erred in this respect because the clause in question was not intended to refer to the assessment roll for a further description of the property or to refer to it for any other purpose, the said clause being merely intended to show to whom the property attempted to be sold was assessed, this being the only clause making such reference and such reference being customary and usual, if not actually essential to the validity of tax sales, under our system;

"Seventh. That the court erred in holding that the presumption *omnia rite acta* was a sufficient basis for presuming that the description in the assessment roll was other or more definite or correct than that given in the deed.

"1st. Because the deed and not the assessment roll is the foundation of the claim of adverse possession under color of title, and the description in the assessment roll would be irrevelant unless the deed referred to it for a further description of the property attempted to be conveyed, which it does not do;

"2ndly. Because section 22 *et seq.* of act 77 of 1880, the law then in force, provided that the assessor should make three tax or assessment rolls, one to be deposited with the tax collector, another with the recorder of mortgages, and the third with the State auditor, either of which

was, therefore, a roll supposed always to remain in the custody of the officer charged with its preservation and the rule *omnia rite acta* does not apply to records and public documents which are supposed always to remain in the custody of the officers charged with their preservation and which must, therefore, always be proved or their loss accounted for; *a fortiori* should this be true when a public document is made in triplicate and each copy deposited with a different public officer.

"3rdly. Because the presumption in question was not invoked by defendant's attorneys either in their pleadings or arguments and this for the good and sufficient reason that the assessment roll in question was easily accessible to them to their knowledge, and the certified copy which is hereto annexed and marked Exhibit "A" was, upon their request, submitted to them during the trial, but being against them, was not made use of by them.

"Wherefore, the premises considered, movers prays to be granted a delay of fifteen days from this date within which to file briefs in support of this motion, and that after due consideration of the same, it may be granted and a rehearing of this cause may be had." (Record pp. 547-548).

The copy of the assessment roll referred to is found at page 549 of the record.

That portion of the brief filed in the Supreme Court of Louisiana in support of the foregoing assignment of errors in the motion for a rehearing follows:

"The description of the property in controversy as found in the tax deed is as follows: 'Four hundred and eighty acres of land situated in the lower part of Mammouth, on Bayou Cane, being in Township Nine (9) South of Range Two (2) West, being the property of Anthony Cockran or his heirs as per assessment roll of the State of Louisiana of the year 1881.' The correct description of the property as found in the patent is 'Section Forty-Seven (47) in Township Nine (9) South of Range Two (2) West, of the Southwestern District of Louisi-

ana, containing Five Hundred and Eighty acres and 90-100 of an acre.'

"The Court, in its opinion, tacitly concedes the contention of the plaintiff as made in the original hearing that the tax deed is void because of the vagueness and uncertainty of the description of the property attempted to be conveyed. The Court could hardly do otherwise because we quoted to it inumerable decisions holding tax deeds void wherein the description was more definite, or otherwise expressed, less faulty and indefinite, than the one contained in the tax deed in question. But the Court, finding itself unable to sustain the tax deed by holding that the description of the property as therein recited was sufficient, falls back upon the presumption *omnia rite* and holds that the concluding clause of the tax deed description, which reads: 'Being the property of Anthony Cockran or his heirs as per assessment roll of the State of Louisiana of the year 1881,' was a reference to the assessment roll of that year for a further and more correct or extended description of the property deeded, and that according to the presumption *omnia rite* the description in the assessment roll referred to must be held to be correct. We contend that the Court erred on both of these propositions. The clause in question does not purport to refer to the assessment roll for a further or more extended or correct description of the property than that given in the deed. The literal and grmmatical signification of the clause is, not that the assessment roll should be consulted for a further or better or more extended description of the property attempted to be deeded, but that according to that roll, the property attempted to be deeded was assessed to Anthony Cockran or his heirs. In our system of assessment and taxation and of registration of titles, the name of the owner of property assessed must be given in the assessment roll, if known, whether the owner be a resident or non-resident; and if unknown, mention of that fact must be made in the assessment roll. Now in order to comply

with the law and enable the assessor to assess the property sold for one year in the name of the tax debtor under which it was sold, to enable the tax debtor to find out from the records during the year that his property has been sold, and to enable the future abstractor to complete a chain of title to the property, it is essential that the tax deed should contain in some place among its recitals the name of the tax debtor to whom the property was assessed. Now the tax deed in controversy may be searched word for word, from the first to the last, and the only reference contained in it to the name of the alleged tax debtor is found in the clause 'being the property of Anthony Cochran or his heirs as per assessment roll of the State of Louisana of the year 1881.' That clause, therefore, not only does not purport to refer to the assessment roll for the purpose of more clearly establishing the identity of the property attempted to be conveyed, but from a consideration of the law and its own grammatical meaning, the reference was merely to show the person in whose name the property was assessed and sold.

"But suppose the reference to the assessment roll had been to give a more extended description of the property, would the presumption *omnia rite acta* find application? Greenleaf, in his work on Evidence, Section 20, Vol. 1, states that the rule 'relates to transactions, which are not of record, the proper evidence of which, after the lapse of a little time, it is often impossible, or extremely difficult to produce.' It will be observed, from this definition, that the rule does not apply to transactions which *are* of record. Further on in the same Section, he states:

" 'The reason of this rule is found in the great probability, that the necessary intermediate proceedings were all regularly had, resulting from the lapse of so long a period of time, and the acquiescence of the party adversely interested; and in the great uncertainty of titles, as well as the other public mischiefs, which would result, if strict proof were required of facts so transitory in their nature, and the evidence of which is so seldom preserved

with care. Hence it does not extend to records and public documents which are supposed always to remain in the custody of the officers charged with their preservation, and which, therefore, must be proved, or their loss accounted for, and supplied by secondary evidence.'

"Now the assessment rolls of the State of Louisiana are public records, placed in the hands of not one officer only, for their preservation, but in those of three separate and distinct officers. Section 22 of Act 77 of 1880 provides that the assessment roll shall be made in triplicate and that one copy shall be deposited with the tax collector, another with the clerk of court, and a third with the state auditor of public accounts. Clearly, therefore, the rule could find no application to such docnments, because, according to Mr. Greenleaf, it applies to *transactions which are not of record*, and *does not extend to records and public documents* which are always supposed to remain in the custody of the officers charged with their preservation.

"The Court must have overlooked the statute above cited when it said, on page 28 (Record p. 544) of its opinion: 'If the assessment roll was not produced it was doubtless because it had been mislaid or had not been preserved. Not much attention is paid to documents of that kind after they have served the present purpose.' The assessment roll was easily accessible. A copy of the Cockran assessment has been filed with the application for a rehearing in this case. That copy was in our hands on the trial of the case in the lower court. The identical copy was submitted to the inspection of the attorneys for the defendants, and being against them, of course they did not attempt to introduce it in evidence. And right here we may observe the danger which a court runs of falling into grave error when it seeks to find a reason to maintain its opinion on a point that was not made by the attorneys on the side of the case in favor of which the Court renders its decision. The attorneys for the defense did not make the point upon which the Court rests its de-

cision. They did not make it because they are all honorable gentlemen, and knowing as they did, that the description of the property in the assessment roll was not only no better than that contained in the deed, but much worse, they could not in conscience do so. The plaintiff's attorneys did not offer the assessment roll in evidence because, according to their theory, the deed, on its face, was null for want of a proper description of the property, and that therefore, it could not be color of title and could not support the plea of prescription *acquirendi causa,* and that it was the defendant's business to offer the assessment roll if it had been referred to for a further description of the property, which was not the case, and not that of the plaintiff.

"In the recent case of Allmendinger vs. McHie, 189 Ill. 308, 59 N. E. 517, it was held that a deed not sufficiently describing the land conveyed is not aided by reference to another deed for the correct description if the latter deed is not produced. This is in line with the law as stated by Mr. Greenleaf in regard to the presumption *omnia rite acta,* even if the reference clause in question had referred to the assessment roll for a more correct description of the property, which, we contend, was not the case.

"Now if the Court was wrong in its position with regard to the application of the presumption *omnia rite acta,* and that even were that presumption applied the description of the property in the assessment roll was no better than in the deed, it follows that the tax deed is null because of the indefiniteness and uncertainty of the description of the property attempted to be conveyed. If that be true, it follows as certainly as does the night the day that the deed will not support either the prescription of ten years or that of Article 233 of the Constitution. While a deed that is null may be color of title and support a prescriptive title by adverse possession in spite of its nullity, the nullity must not result from indefiniteness or want of description or the absence of what are called *jurisdictional prerequisites.* The very

definition of color of title pre-supposes some defect in the title, some inherent nullity that will be cured or may be cured by time. Color of title has been defined to be, 'that which in appearance is title but which in reality is no title; that which seems and professes to convey the property described but for some reason does not do so. It is a sign, a semblance or appearance of title distinguishing the occupant thereunder from a naked trespasser or intruder.' Am. State Reports, Vol. 88, page 702. NOTE.—While, therefore, we freely concede the correctness of the law quoted by the Court from the Am. & E. Ency. of Law on page 30 (Record p. 545) of the opinion, to the effect that a tax deed though null may be color of title, yet we find that according to that same authority, 2nd Ed., Vol. 1, pages 858 and 859, that:

" 'In order that an instrument may confer color of title it must contain a description of the land, for although it is of no importance that the title is defective, yet if no land is described, nothing could pass. Accordingly, an instrument which contains no description of the land, or by mistake describes a tract entirely different from the one intended, or an instrument which contains a description so vague and indefinite that the land cannot be identified or distinguished from other lands, cannot be said to give color of title.'

"Nowhere has the rule, that an instrument in order to give color of title must identify the property attempted to be conveyed, been better stated than by the author of the note to Power vs. Kitching in 88 Am. State Reports, page 708, as follows:

" 'The chief purpose of color of title is constructively to extend the possession of the occupant to the confines of the entire tract in case he has actual possession of a part only. Moreover, a deed, in order to constitute semblance of title, requires a thing granted. It is obvious, therefore, that a proper description of the premises, in the instrument relied upon as color of title, is of vital importance. If the description does not identify the land

with the degree of certainty essential to ascertain the boundary and identity thereof, the deed or other instrument lacks one of the first essentials of color of title. The general statement is often made that the deed void for indefiniteness or uncertainty of description of the land it purports to convey, is not color of title, and the possession under it is limited to (the) part of the land actually occupied.'

"The author of the note cites in support of his text a half page of authorities from the following states and territories: Alabama, Arizona, Connecticut, Georgia, Illinois, Indiana, New Hampshire, New York, North Carolina, Ohio, South Carolina, Texas and Virginia.

"We have had access to one of the decisions referred to, namely, Barker vs. Southern Railway Co., 74 Am. St. Rep., page 659 (125 N. C. 596) and from it we cull the following paragraph:

" 'It is urged in behalf of the defendant that while the description in the deed is too vague to admit of identification by parole evidence, the deed itself purports to convey something and therefore may be color of title. This contention is opposed equally to reason and authority. A deed to be valid on its face requires not only a grantor and grantee but a thing granted. If the description is too indefinite to convey anything, then the paper, on its face, lacks one of the essential elements of the conveyance. A deed cannot be color of title to land in general, but must attach to some particular tract. Otherwise we would be brought to the absurd conclusion that the man holding a deed purporting to convey one hundred acres of land by stakes and distances only, might shift his color of title to any part of the title by merely "pulling up stakes" and squatting upon any land he might fancy. This court has repeatedly held that "a deed is color of title only for the land designated and described in it." '

"A description, therefore, that will identify the property being essential to the color of title, it follows that the tax deed in controversy was not color of title because

the description therein contained does not identify the property attempted to be sold. If the deed is not color of title, the claimant by adverse possession is a mere naked possessor without title, and the only prescription, under our law, applicable to him is the prescription of thirty years. Both the prescription of ten years and the constitutional prescription of Article 233 of the Constitution are prescriptions under a title, that is under color of title, and when there is no color of title, because the property attempted to be conveyed is not described sufficiently well to be identified, neither of the prescriptions can apply. The Court itself recognizes the essential difference between naked possession and possession under a title. The naked possessor can prescribe for nothing not actually occupied, while the possessor under a title may prescribe for the entire property described in his title although possessing only a part. The Court says at the bottom of page 31 (Record p. 546) of the opinion: 'The present defendants seem to have been for a number of years in actual possession of nearly the whole of the tract, and though Gellert, the purchaser at the tax sale, did not enclose the entire property, he fenced a part and cultivated and used a part as a pasture. Possessing under a title, he had constructive possession of the whole.' Since the description in the tax deed does not fix any boundaries or limits to the land attempted to be sold, there could be no constructive possession. We presume the Court based the statement above quoted upon the presumption *omnia rite acta* applied to the assessment roll and that the property was correctly described therein.

"If the Court's position with regard to the application of the presumption *omnia rite acta* were correct, it would have been unnecessary for the Court to notice the pleas of prescription at all in connection with the description of the property, because, if the clause 'being the property of Anthony Cockran or his heirs as per assessment roll of the State of Louisiana of the year 1881' referred to the assessment roll for a further description of the property

attempted to be conveyed, and that other description were presumed to be correct, then the tax deed would not be void for uncertainty of description, but good and valid, and would need neither the prescription of ten years nor of Article 233 of the Constitution to support or validate it. On the other hand, if the Court's position with regard to the presumption *omnia rite acta* be incorrect, then the tax deed is void for certainty of description and is not color of title and is not validated or aided by any prescription, as we have shown in the preceding discussion."

The re-hearing applied for was refused without assigning reasons. (Record p. 552).

We have quoted thus freely from the record in order to show how the Federal question arose. In regard to the peculiar practice prevailing in Louisiana, this Court has said, in Cousin vs. Blanc's Executor *et al*, 19 How. 207:

"We refer to the opinion [of the Supreme Court of Louisiana], in order to show that questions did arise and were decided, as required, to give this Court jurisdiction. (9 How. 9.) This is necessarily so in cases brought here by writ of error to the courts of Louisiana, because no bill of exceptions is necessary there, when appeals are prosecuted. The Court of last resort acts on the law and facts as presented by the whole record."

This was affirmed and approved in the following cases:

Delmas vs. Insurance Co., 14 Wall. 667;
Murdock vs. Memphis, 20 Wall. 633;
Moore vs. Mississippi, 21 Wall. 639;
Crossley vs. New Orleans, 108 U. S. 105;
Gross vs. U. S. Mortgage Co., 108 U. S. 485;
Crescent City Live Stock Co. vs. Butchers' Union, 120 U. S. 146;
N. O. Waterworks Co. vs. La. Sugar Co., 125 U. S. 27;
Weatherby vs. Bowie, 131 U. S. CCXV.

ASSIGNMENT OF ERRORS.

The errors urged in this brief are Nos. 7 and 10. They are as follows:

"7th. That the said Court, in holding that the laws of the State of Louisiana in relation to prescription, and the limitation statute enacted in article 233 of the Constitution of the State of Louisiana, for the year 1898, were applicable to the pretended tax sale of the property in contest in this suit, gave such a construction to said laws as would deprive petitioner of its property without due process of law, in violation of the fourteenth amendment of the Constitution of the United States:

"10th. That the said court erred in holding that the prescription of paragraph 2 of article 233 of the constitution of 1898, and of articles 3478 *et seq.*, of the Revised Civil Code of said State, could validate an alleged tax deed, wherein the description of the property so attempted to be conveyed was so indefinite and defective as to indentify no property, without violating the provision of the 14th amendment of the Constitution of the United States which forbids any State to deprive any person of life, liberty or property, without due process of law."

ARGUMENT.

At the outset of the argument it may simplify matters to state that in so far as the errors assigned are said to have violated the due process of law provision of the 14th amendment to the Constitution of the United States, they are not pressed.

The point to be insisted on here is that the Supreme Court of Louisiana erred in holding that the tax deed, relied upon by the defendants, wherein the property attempted to be conveyed was described as: "Four hundred

and eighty acres of land situated in the lower part of Mamouth on Bayou Cane, being in township nine south of range two west, being the property of Anthony Corkran or his heirs as per assessment roll of the State of Louisiana of the year of 1881" was either a valid title or color of title sufficient to support the prescription of ten years under Articles 3478 *et seq.* of the Civil Code of Louisiana and that of three years under Article 233 of the Constitution of 1898 of said State.

JURISDICTION.

The first question that presents itself for consideration is, Has this Court jurisdiction to review the decision of the Supreme Court of Louisiana on this point? At first blush, the negative would seem to be the correct answer, for the point involved would not ordinarily present a Federal question. A close examination, however, will show the contrary to be true.

Section 709 of the Revised Statutes of the United States as amended by act of Congress of February 18, 1875, Chap. 80, (18 Statutes at Large 318) in part provides:

"A final judgment or decree in any suit in the highest court of a State, in which a decision in the suit could be had, where * * * any title, right, privilege, or immunity is claimed under * * * any * * * statute of * * * the United States, and the decision is against the title, right, privilege, or immunity specially set up or claimed, by either party, under such * * * statute, may be re-examined and reversed or affirmed in the Supreme Court upon a writ of error."

Both the plaintiff and defendants claim the property in dispute by virtue of the provisions of the act of Con-

gress of February 10, 1897, entitled "An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana," already quoted. The patent was issued to plaintiff's authors in pursuance to the provisions of the third section of said act, but the defendants claim that they and their authors are the beneficiaries of the patent under the terms of the second section of the act. Plaintiff denies the correctness of the contention. According to said section the property is granted to those who would be entitled to it under the laws of Louisiana, including prescription, in the absence of title in the United States. It follows, therefore, that in order to decide who is right and who is wrong, the rights of the parties must be interpreted according to the laws of Louisiana, but in the last resort by what Court? Shall it be by the Supreme Court of the State or of the United States? If by the former, then that court would be endowed with the privilege of being the final arbiter of a Federal question. In this case a determination of what the law of Louisiana is according to its Constitution, statutes and jurisprudence is itself a Federal question, because, the rights of the parties, under the act of Congress, are to be settled according to the laws of Louisiana. Both parties claim title under a Federal Statute, under which the validity of the titles set up is made to depend upon a correct interpretation of the laws of Louisiana, *ergo* that interpretation is a Federal question. This necessarily follows from the very language of Sec. 709 of U. S. R. S. already quoted. The right granted to this Court, under that section, to re-examine and reverse or affirm a final judgment of the highest court of a state, where any

title, right, privilege or immunity is set up under a statute of the United States, and the decision is against the title, right, privilege or immunity set up, is not confined to a review of the State Court's interpretation of the statute under which the title, etc., was claimed, but extends also to a review of the State Court's decision on the validity of the title set up.

This was settled long ago in Smith vs. State of Maryland, 6 Cranch 286; affirmed in Martin vs. Hunter, 1 Wheaton 359.

In the latter case the Court thus states how the question of jurisdiction arose, and its reasons for assuming that it had jurisdiction:

"In this case, however, from motives of a public nature, we are entirely willing to waive all objections, and to go back and re-examine the question of jurisdiction, as it stood upon the record formerly in judgment. We have great confidence that our jurisdiction will, on a careful examination, stand confirmed, as well upon principle as authority. It will be recollected, that the action was an ejectment for a parcel of land in the Northern Neck, formerly belonging to Lord Fairfax. The original plaintiff claimed the land under a patent granted to him by the State of Virginia, in 1789, under a title supposed to be vested in that State by escheat or forfeiture. The original defendant claimed the land as devisee under the will of Lord Fairfax. The parties agreed to a special statement of facts, in the nature of a special verdict, upon which the District Court of Winchester, in 1793, gave a general judgment for the defendant, which judgment was afterwards reversed in 1810, by the Court of Appeals, and a general judgment was rendered for the plaintiff; and from this last judgment, a writ of error was brought to the Supreme Court. The statement of facts contained a regular deduction of the title of Lord Fairfax until his

death in 1781, and also the title of his divisee. It also contained a regular deduction of the title of the plaintiff, under the State of Virginia, and further referred to the treaty of peace of 1783, and to the acts of Virginia respecting the lands of Lord Fairfax, and the supposed escheat or forfeiture thereof, as component parts of the case. No facts disconnected with the titles thus set up by the parties were alleged on either side. It is apparent, from this summary explanation, that the titles thus set up by the plaintiff might be open to other objections; but the title of the defendant was perfect and complete, if it was protected by the treaty of 1782. If, therefore, this court had authority to examine into the whole record, and to decide upon the legal validity of the title of the defendant, as well as its application to the treaty of peace, it would be a case within the express purview of the 25 section of the act; for there was nothing in the record upon which the Court below could have decided, but upon the title as connected with the treaty; and if the title was otherwise good, its insufficiency must have depended altogether upon its protection under the treaty. Under such circumstances, it was strictly a suit where was drawn in question the construction of a treaty, and the decision was against the title specially set up or claimed by the defendant. It would fall, then, within the very terms of the act.

"The objection urged at the bar is, that this Court cannot inquire into the title, but simply into the correctness of the construction put upon the treaty by the Court of Appeals; and that their judgment is not re-examinable here, unless it appear on the face of the record, that some construction was put upon the treaty. If, therefore, that Court might have decided the case upon the invalidity of the title (and *non constat, that they did not,*) independent of the treaty, there is an end of the appellate jurisdiction of this Court. In support of this objection, much stress is laid upon the last clause of the section which declares, that no other cause shall be regarded as a ground of reversal than such as appears on the face of the record,

and immediately respects the construction of the treaty, etc., in dispute.

"If this be the true construction of the section, it will be wholly inadequate for the purposes which it professes to have in view, and may be evaded at pleasure. But we see no reason for adopting this narrow construction; and there are the strongest reasons against it, founded upon the words as well as the intent of the Legislature. What is the case for which the body of the section provides a remedy by writ of error? The answer must be, in the words of the section, a suit where is drawn in question the construction of a treaty, and the decision is against the title set up by the party. It is, therefore, the decision against the title set up, with reference to the treaty, and not the mere abstract construction of the treaty itself, upon which the statute intends to found appellate jurisdiction. How, indeed, can it be possible to decide, whether a title be within the protection of a treaty, until it is ascertained what that title is, and whether it have a legal validity? From the very necessity of the case, there must be a preliminary inquiry into the existence and structure of the title before the Court can construe the treaty in reference to that title. If the Court below should decide that the title was bad, and, therefore, not protected by the treaty, must not this Court have a power to decide the title to be good, and, therefore, protected by the treaty? Is not the treaty, in both instances, equally construed, and the title of the party, in reference to the treaty, equally ascertained and decided? Nor does the clause relied on in the objection, impugn this construction. It requires that the error upon which the Appellate Court is to decide shall appear on the face of the record, and immediately respect the questions before mentioned in the section. One of the qustions is, as to the construction of a treaty, upon a title specially set up by a party, and every error that immediately respects that question must, of course, be within the cognizance of the Court. The title set up in this case is apparent upon the face of the record, and immediately

respects the decision of that question; any error, therefore, in respect to that title must be re-examinable, or the case could never be presented to the Court."

That case is absolutely conclusive of the point at issue. The conclusion was that the decision of the State Court, on the validity of the title, claimed under the treaty, must be subject to review or else the case could never be presented to the Supreme Court. So in the case at bar the validity of the titles set up under the act of February 10th, 1897, must be inquired into, or else the case could not be brought here for review, and the parties would be denied the benefit of the provisions of the Constitution of the United States, Art. 3, Sec. 2, and of Sec. 709 U. S. R. S. And to pass upon the validity of the title under the very terms of the act of February 10th, 1897, requires an interpretation of the laws of Louisiana, including its Constitution, statutes and jurisprudence. This Court, therefore, has jurisdiction to review the judgment brought up by the writ of error to ascertain whether that judgment has correctly applied the laws of the State of Louisiana on the subject of prescription to the facts of this case.

ON THE MERITS.

The assignment of errors, No. 7 and 10, already quoted, involve the triple error on the part of the Supreme Court of the State of Louisiana, namely, first, that the Court erred in holding that the description of the property attempted to be conveyed in the tax deed (Record pages 85 and 86), was sufficiently definite to convey property; second, that said description was sufficiently definite to

make the tax deed color of title, and third, that to hold said description sufficient for said purposes would be to take property without due process of law in violation of the 14th amendment of the Constitution of the United States.

As previously stated, the third ground, in so far as this brief is concerned, is not pressed.

The description of the property attempted to be conveyed as given in the tax deed is as follows: "Four hundred and eighty acres of land situated in the lower part of Mamouth, on Bayou Cane, being in township nine (9) south of range two (2) west, being the property of Anthony Corkran or his heirs as per assessment roll of the State of Louisiana of the year 1881." (Record, p. 86.) And the description of the property in controversy as given in the patent therefor is as follows: "Section No. 47 in township No. 9 south of range No. 2 west in the south western district of Louisiana, containing 580 acres and 90 hundredths of an acre." (Record, pp. 111 and 112).

Does the first description identify the land embraced in second? To ask the question is to answer it. Of course it does not. In the tax deed description, the property attempted to be conveyed is neither designated by a name by which it was generally known, nor by government subdivisions, nor by boundaries, nor by courses and distances. In fact, it is designated by no description by which it could possibly be identified or located. It is said to be in the "lower part of Mamouth," but if Prairie Mamou is meant, we know that that prairie is forty miles in length by twenty in width, and that the whole of it lies in the parishes of St. Landry and Acadia (the latter at the

time of the alleged tax sale being a part of the former). That description, therefore, does not confine the 480 acres attempted to be sold within very narrow limits. The description then goes on to still further circumscribe the location of the 480 acres, and says that they are "on Bayou Cane, being in township 9 south of range 2 west." An inspection of the map of said township (Record, p. 523) will show that *Bayou des Cannes* runs entirely through the township, nearly north and south, and a little to the east of the center; and we further find that the township contains 67 sections and 23,236.02 acres. Again, the location of these 480 acres of land is not circumscribed to very narrow limits, since they might be anywhere in the township, on either side of the bayou for a distance of more than 6 miles. The description besides only calls for 480 acres, whereas the true quantity is 580.90 acres. To make the tax deed description sufficiently definite to identify and locate, and consequently to be the basis of a title to section 47 in township 9 south, range 2 west, southwestern district of Louisiana, one important change in, and an equally important addition to, the same would have to be made. The number of acres would have to be changed from 480 to 580.90, and the words "section 47" would have to be inserted after the word "being," and before the words "in township 9" of said tax deed description.

As to the error in the acreage, the following quotation from Bird vs Benlisa, 142 U. S. 669, is particularly applicable:

"Further, this tract was one of about 10,000 acres; the original petition was for a tract of 10,400 acres; the United States survey made it 10,457.34 acres; but the tract

here assessed was only one of 7,800 acres. While accuracy in the number of acres may not be vital, yet so large a variation indicates that another tract was intended, or that only a part of this tract (and which part is not indicated) was assessed; either of which was fatal."

If we substitute 580.90 for 10,437.34, and 480 for 7,800, and the word "sold" for the word "assessed," we have here a strong statement of one of the defects of the description of the property as given in the tax deed. The clause "being the property of Anthony Corkran or his heirs as per assessment roll of the State of Louisiana of the year 1881," is not a part of the description, as we shall hereafter show, and even if it was, it does not aid in identifying or locating the land.

The Supreme Court of Louisiana in a number of cases, most of which had reference to tax deeds, has held descriptions much better than that contained in the tax deed involved in this case, to be insufficient to operate a valid transfer of the property sought to be conveyed. In the case of Wilson vs. Marshall, 10 Ann. 329, the property sought to be conveyed was described as follows:

"A certain tract of land in the parish of Concordia, on Lake Concordia, about 8 miles from the town of Vidalia, containing 320 acres, more or less, "and a tract of land on Lake Concordia, about 6 miles from the town of Vidalia, containing 400 acres, more or less." These descriptions were held insufficient to pass title, the Court saying:

"When the power of the Government is interposed to divest private titles to real estate, it is necessary, under pain of nullity, that the estate sought to be divested should be described so that it may be identified. The title should show on its face, or by reference to accessible public docu-

ments, what is taken from the owner and transferred to the purchaser."

In the case of Dodeman et al. vs. Barrow, 11 An. 87, the following description was held to be inadequate: "A certain tract or parcel of land situated in the parish of Assumption, measuring 6 arpents, more or less." The Court, in that case, used the following pertinent language:

"In forced sales of real property, it is essential that there should be a reasonably certain description of the property seized and sold. The laws requiring transfers of immovables to be in writing would be vain and illusory, if the thing sold were not required to be described in writing. In forced sales, especially, it is necessary for the description to be such as to warn the public (of) what is intended to be sold; that the purchaser may be able to identify the object of his purchase, and that the property of the original owners may not be sacrificed by a sale in the dark."

The law requiring the conveyance of immovables to be in writing is article 2275 of the Civil Code of Louisiana, which reads as follows:

"Every transfer of immovable property must be in writing; but if a verbal sale, or other disposition of said property, be made, it shall be good against the vendor, as well as against the vendee, who confesses it when interrogated on oath, provided the actual delivery has been made of the property thus sold."

In the case of Wills & Rawlins vs. Auch, 8th An. 19, the following description was held to be too indefinite to transfer property, viz: "Nathan Rogers' property situated in Lafayette, Sq., 9-2, lot 63, S. T., 8.53 1-3."

In Jacques vs. Kopman, 6 An. 543, the description was as follows: "A lot of ground in Faubourg Livaudais,

parish of Jefferson, designated by the No. 8, square 45." This description is much more definite than the one in the tax deed in controversy. The only thing lacking is the reference to some public map which would identify square 45 and lot 8 therein. Yet in regard to it the Court said:

"Without noticing the other points of informality alleged by the plaintiff, it is sufficient to say that the defectiveness of description in this forced sale, of which the plaintiff had no notice, and to which he has given no actual or implied assent, is sufficient to invalidate it. It is obvious, that the interest of the owner must be sacrificed when the advertisement is so vague as not, in itself, to inform the bidders, with any approach to accuracy, what they are buying, nor the owner that his property is to be sold. We adhere to the decision on the same point in a case of sale for taxes, reported in Carmichael vs. Aiken's Heirs, 13 La. 205, in which it is said the designation of the lot No. 5, square No. 58, Faubourg Annunciation, is insufficient."

In Woolfolk vs. Fonbene, 15 An. 15, the following description was held insufficient: "The following lots in section bounded by New Levee, St. James, Market and Tchoupitoulas streets, and assessed in the following names, viz: Mrs. A. Woolfolk, 1 lot 32 by 128, amount of taxes $4.80; 1 lot, owner unknown, 32 by 128, amount of taxes $4.80."

In Thibodaux vs. Keller, 29 An. 510, the description was as follows: "State of Louisiana, parish of St. Martin; assessor's list of taxable property of Mr. J. N. Keller; 'description of real estate;' real estate and machinery of a saw mill, $3,000." This was held by the Court to be insufficient. The syllabus of the case reads as follows:

"A tax sale of property is fatally defective if the assessment or the advertisement under which the sale is made contains no description of the property sufficiently specific to clearly identify it.

"The assessment stands in lieu of judgment. It is the foundation of all which follows, and must contain an accurate and sufficient description of the property, as required by statute.

"The want of such description in either the assessment, the advertisement for sale, or in the tax title is fatal to such title."

In Scott et al. vs. Parry et al., 108 La. 11, the description was as follows: "One hundred and sixty-two acres, being north fractional section two township 15 N. range 13 west." And this was held insufficient, the Court saying in the course of the opinion, on page 13:

"An assessment is invalid unless it gives such a description of the lands that the parts of the government subdivisions belonging to the taxpayer may be ascertained and separated from the parts of the same subdivision belonging to other persons."

See also:

Cooper vs. Falk, 109 La., pages 476, 477, 478 and 479;
Bell vs. Taylor, 37 A. 60;
Levy vs. Gause, 112 La., 789;
Posey vs. New Orleans, 37 So. Rep., 969 (La. case not yet reported officially);
Bird vs. Benlisa, 142 U. S. 664;
Stout vs. Mastin, 139 U. S. 152, 153;
Ronkendorf vs. Taylor, 4 Peters, pages 362 *et seq.*

These decisions show conclusively that the description in the tax deed was not sufficiently definite to identify and locate the property attempted to be sold, and, therefore, to operate a valid transfer thereof. Nor did the Supreme

Court of Louisiana hold that said description was sufficient for the purposes stated. But the Court held that the concluding clause, "being the property of Anthony Corkran or his heirs as per assessment roll of the State of Louisiana of the year 1881," referred to the assessment roll of the State of Louisiana for a further description of the property intended to be sold, and that the presumption was that the description in said roll was correct. The assessment roll was not offered in evidence by the defendants. The presumption relied upon by the Court is that *Ex diuturnitate temporis omnia preasumuntur rite et solemniter esse acta.*

In no part of its long opinion did the Supreme Court of Louisiana fall into a more palpable and egregious error than in applying the presumption commonly designated *omnia rite acta* to this clause of the tax deed to eke out the description of the property attempted to be conveyed. In the first place, the clause does not purport to refer to the assessment roll for a further or better or more extended description of the property attempted to be deeded. The evident purpose of the clause was to indicate in whose name the property deeded had been assessed. The law of Louisiana under which the assessment and sale were made was act No. 77 of the General Assembly of the State of Louisiana, approved April 9th, 1880. (Acts of 1880, page 88). That act provided, as will be shown from the quotations hereafter made, that the assessment list should contain the name of the owner of the property assessed, if known, and if not known, then that that fact should be stated and such property listed on a separate list and that a full and correct description should be given

of all property listed; that the lists should be copied by the assessor in three rolls, one to be deposited in the office of the recorder of mortgages, one in the office of the tax collector, and one in the office of the auditor of public accounts; that in advertising for sale delinquent immovable property, the names of the delinquent taxpayers, and a description of each specific piece of immovable property should be inserted in the advertisement; that the tax deed should describe the property, and that the tax collector was authorized to correct a faulty description in the tax lists and tax rolls and to advertise and sell the property by its correct description. The sections referred to are 16, 17, 22, 23, 37, 44, and 49. They are as follows:

"Sec. 16. *Be it further enacted, etc.*, That the tax assessor shall fill up the second column for valuation, with such valuation of each item of property as he considers fair and just; and if any person shall fail or refuse to sign one of said tax lists, the tax assessor shall obtain his *name,* ward, street number and postoffice address, *and a full description and valuation of all property* of said person, in whatever way he can; and shall himself fill out said list, from the best information he can obtain; and shall fill up the second column with his own valuations; and to that end he is authorized to administer oaths and to propound questions to any person who, he supposes, can give information in relation thereto." (Italics ours.)

"Sec. 17. *Be it further enacted, etc.*, That each tax assessor on and after the first day of January, shall diligently examine the records in the offices of mortgages and conveyances, and the abstracts of land entries, and shall otherwise make faithful inquiry and investigation to ascertain what taxable property in his district or parish belongs to residents and to absent owners and to unknown owners; and he shall make a separate tax list, *describing each tract of land* and other item of taxable property be-

longing to any absent owner whose name is known, and shall affix the valuation thereof in person or by a sworn deputy, unless said absent owner, or his agent or attorney, shall have delivered to him a correct and complete tax list, containing the name and post office address of said absent owner, and of his agent or attorney, on or before the first day of June, in the year 1880, and on or before the first day of May in each subsequent year; and he shall make a separate tax list, *describing each separate tract of land* and other property belonging to each unknown owner, and shall affix a separate valuation to each separate tract." (Italics ours.)

"Sec. 22. *Be it further enacted, etc.,* That the Auditor shall furnish to each tax assessor *three tax rolls*, in such convenient form, to meet the requirements of this act, as he shall prescribe; and the assessor to whom furnished shall proceed to fill out the said tax rolls from the tax lists, as fast as they are completed; and he shall deposit *one tax roll* in the office in which the mortgage records of the parish are kept, *the second* in the office of the tax collector of his district, or in the office of the sheriff, *and the third* in the office of the Auditor, as soon as possible before the first day of September, in the year 1880, and the first day of June in any subsequent year." (Italics ours.)

"Sec. 23. *Be it further enacted, etc.,* That the recorder of mortgages shall immediately file the tax roll delivered to him, and shall retain and keep the same among the record books of his office; and he shall index the same in the correct mortgage book, under the head of 'Tax Roll for the year 1880,' and each subsequent year respectively, but no further record thereof shall be necessary or be paid for."

"Sec. 37. *Be it further enacted, etc.,* That, at the expiration of the said twenty days' notice, counting from the day when the last of said notices is delivered, mailed, published or posted, the tax collector or sheriff shall proceed to advertise for sale in the manner provided for judicial sales, all the immovable property on which the taxes are due, substantially in the following form, to wit:

"STATE TAX SALES OF IMMOVABLE PROPERTY.

"The State of Louisiana vs. Delinquent Tax Debtors.—Parish of....., District..... By virtue of the authority vested in me by the Constitution and laws of the State of Louisiana, I will sell, at the principal front door of the court house in which the Civil District Court of said parish is held, within the legal hours for judicial sales, beginning at eleven o'clock a. m., on Saturday, the.....day of....., A. D. 18..., and continuing on Monday and each succeeding day until said sales are completed, all immovable property on which taxes are now due to the State of Louisiana and parish of....., to enforce collection of all taxes assessed in the year 18..., together with the interest thereon from the thirty-first day of December, 18..., at the rate of eight per cent per annum until paid, and all costs. *The names of said delinquent taxpayers,* the amount of taxes due by each on the assessment of said year, and the *immovable property,* assessed to each, to be offered for sale, are as follows, to wit:

"Here state names in alphabetical order, the amount of the taxes assessed in each year, on each specific piece of property; then the *description of each specific piece of immovable property,* to be offered for sale, and conclude substantially thus:

"On said day of sale I will sell such portions of each of said specific piece of property as each debtor will point out, and in case the debtor shall not point out sufficient property, I will at once and without further delay, sell the least quantity of said specific property of any debtor, which any bidder will buy for the amount of the taxes, interest and costs due by said debtor. The sale will be without appraisement, for cash, in legal tender money of the United States, and the property sold shall be redeemable, at any time for the space of one year, by paying the price given, with twenty per cent and costs added. Said advertisement shall be signed officially by the State tax collector, or by the sheriff and *ex officio* collector of State taxes, and shall be dated." (Italics ours.)

"Sec. 44. *Be it further enacted, etc.,* That each State tax collector and each sheriff and *ex-officio* collector of State taxes shall execute and sign, in person or by deputy, in the name of the State of Louisiana, a deed of sale, to the purchaser of any real estate sold for taxes, in which he shall relate, in substance, a brief history of the proceedings had; *shall describe the property,* state the amount of the taxes, interests and costs, and the bid made for said property, and its payment to him in cash; and shall sell said property to the purchaser, with the right to be placed in actual possession thereof, by order of a court of competent jurisdiction, and shall conclude said deed with the statement that the said property shall be redeemable, at any time, for the space of one year, beginning on the day when the said deed is filed for record in the conveyance office in the parish in which the property is situated." (Italics ours.)

"Sec. 49. *Be it enacted, etc.,* That, if any clerical error in the *description of any property* be discovered by the tax collector or sheriff it shall be his duty to note the *correct description* on the margin of the tax list and tax rolls, and to advertise and sell said property by its *correct description.*" (Italics ours.)

It will be observed that Sec. 44 of the act quoted above requires the tax collector to relate in the deed a brief history of the proceedings had which would necessarily require the statement of the name of the person to whom the property was assessed if known, and if not known, to state that fact, as sections 16 and 17 require the name of the owner to be stated in the assessment and section 37 that said name be given in the advertisement. Therefore, the clause, "being the property of Anthony Cockran as per assessment roll of the State of Louisiana of the year 1881" must have been inserted in order to designate to whom the property was assessed, since no other reference

thereto is made in the deed, and as section 49 permitted the tax collector to correct a faulty description in the assessment roll, the description in the deed should have been correctly given. Even if the assessment roll had been referred to in the deed for a more correct description of the property, the rule *omnia rite acta* would not have applied and it would have been the duty of the defendants to introduce the tax roll in evidence or prove its contents if destroyed, because it was a permanent public document made in triplicate and filed in three different offices, to wit, the office of the recorder of mortgages, the office of the sheriff and *ex-officio* tax collector, and in that of the State Auditor.

With the exception of a few general principles found in the Civil Code, the rules of evidence in civil matters prevailing in Louisiana are those of the Common Law. Tagiasco *et al.* vs. Molinari's Heirs, 9 La. 520, 521. That being true, the name of Greenleaf suggests itself.

In Vol. 1, Sec. 20 of his work on Evidence, he says that the presumption *omnia rite acta* "relates to transactions which are not of record the proper evidence of which after the lapse of a little time it is often impossible or extremely difficult to produce," but that the rule does not apply to transactions which are of record, for reasons already quoted from the same section at pages 17-18 of this brief.

The Court refers to only one case as authority for the application of the rule made by it, but an inspection of that case, (Willis vs. Ruddock Cypress Co., 108 La. 255), will show that it had no application because the rule was made to apply to duties of public officers which were not required to be placed of record.

It appears, therefore, that the tax deed is absolutely null for the want of such description as would identify and locate the property attempted to be transferred.

The next question is, Is such a deed color of title sufficient to sustain the prescription of either ten years under Article 3478 *et seq.* of the Civil Code of Louisiana or of three years under Article 233 of the Constitution of 1898 of said State? In Louisiana, as in the other States of the Union, there are two classes of cases in which property may be acquired by adverse possession: One when the possession is unaccompanied by any title, and the other when it is, or in other words, when it is under color of title. The following articles of the Civil Code are pertinent to this subject:

"Art. 3457 (3420). *Prescription* is a manner of acquiring the ownership of property, or discharging debts, by the effect of time, and under the conditions regulated by law.

"Each of these prescriptions has its special and particular definition."

"Art. 3478 (3442). He who acquires an immovable in good faith and by a just title, prescribes for it in ten years."

"Art. 3498 (3464). When a person has a title and possession conformably to it, he is presumed to possess according to the title and to the full extent of its limits."

"Art. 3499 (3465). The ownership of immovables is prescribed for by thirty years without any need of title or possession in good faith."

"Art. 3503 (3469). How favorable soever prescription may be, it shall be restricted within just limits. Thus, in the prescription of thirty years, which is acquired without title, it extends only to that which has been actually possessed by the person pleading it."

There is no question in the case at bar of acquiring title by simple possession for thirty years, but the prescriptions sustained by the Supreme Court of Louisiana are those of ten years under the Civil Code, and three years under the Constitution. They are both founded on titles, that is, on possession held under color of title. Now if there is one principle of law that is consecrated by an unbroken line of decisions in all of the States, Louisiana included, it is that no deed or other conveyance is color of title which does not describe the property attempted to be transferred so that it may be identified and located. The deed may be null and be color of title. In fact the very office of color of title in regard to acquiring property by prescription is to cure defects by the lapse of time, but the defects or nullities must not result from the want of an identifying description of the thing attempted to be conveyed. This results from the two articles of the Civil Code above quoted, to wit, articles 3498 and 3503. According to article 3498, he who possesses under a title, although he possess only a part of the land claimed, has constructive possession of the whole property described in his title. He who possesses without color of title for thirty years acquires only that which is actually possessed.

In the case of Cooper vs. Falk, 109 La. 474, the Court says, on page 477:

"In all tax laws a description of the property is required. We know of no curative statute that has undertaken to cure irregularities and illegalities in sales made absolutely without description."

And on page 479:

"The description, or rather the lack of description, in his (the possessor's) deed is the same as in the tax deed.

He bought without reference to any boundary whatever. The boundaries, he declares, were unknown, and the recitals set out that it is the same land which the vendor had bought at tax sale. From the testimony the inference arises that this buyer knew of the first sale the defects were as patent when he bought as when his vendor bought. Ten years' possession suffices to sustain acquisitive prescription to immovable property when it is colored with a just title, a title translative of property. The asserted titles before us cannot be considered as having the effect of transferring property. As these parties had no title to transfer property, they must return the property to the possession of plaintiffs, who are the owners."

In the case of Levy vs. Gause, 112 La. 789, decided since the case at bar, the constitutional prescription of three years was applied to a part of the land in controversy, because, as stated by the Court on page 797: "The descriptions in the two tax deeds are sufficient to identify the tracts sold." But in the case of a part of the land held by Gause, the defendant, who pleaded the prescription of three, five and ten years, (see page 791 of the opinion) the tax sale by which he acquired the property was held to have passed no title because of the want of an identifying description, and inferentially it was held that the prescriptions pleaded did not apply. On page 799 the Court says:

"Defendant Gause acquired in 1895 at tax sale the following described property 'assessed in the name of Thomas R. Crawford, 80 acres of land, more or less, a portion of the Lacador Spanish grant, in section 38, township 9, range 15 east on west Pearl river, bounded S. by Antoine Provost and Herwig, W. by western boundary of said Spanish grant.' No northern or eastern boundary is given."

And again on page 800:

"The purchase at tax sale by one of the heirs did not change the title, but we find no difficulty in arriving at the conclusion that the tax sale of 1895, at which Gause purchased, was void for uncertainty of description. The quantity is uncertain, being 80 acres, more or less, and the northern and eastern boundaries are not given. The tract was purchased as containing 320 acres, and its actual area is 217 acres. The intent was to assess and sell about 80 acres in the southern portion of the tract. There is no guide by which the thing sold can be ascertained. The tax sale passed no title. See Scott vs. Parry, 108 La. 11, 32 South 188; Improvement Co. vs. Fasnacht, 47 La. Ann. 1294, 17 South 800.

"We are therefore of the opinion that the defendant, Gause, took nothing by the said tax sale."

These are strong cases, one decided just before, and the other just after, the case at bar, and they both hold that nothing passes by virtue of a tax title that identifies no property. The one holds that such a tax deed will not support the prescription of ten years and the other that it will not support the constitutional prescription of three years.

Let us now pass to a consideration of what the text writers and courts of other States have to say on the subject. In Cyc. 1082, the definition of color of title is as follows:

"Color of title for the purpose of adverse possession under the statutes of limitation as to land is that which has the semblance or appearance of title, legal or equitable, but which is in fact no title."

From page 1085, we quote:

"An instrument in order to operate as color of title must purport to convey title to the claimant thereunder or to

those with whom he is in privity, and must describe and purport to convey the land in controversy."

And on pages 1090 and 1091:

"It is elementary that a deed is color of title only as to land actually described in it. Any description which unaided by extrinsic facts satisfies the mind that the land adversely occupied is embraced within the description contained in the deed will, of course, be sufficient. So a description, though indefinite, is sufficient if the Court can, with the aid of extrinsic evidence, which does not add to, enlarge, or in any way change (the) description, fit it to the property conveyed by the deed. It is necessary, however, that the description be such that it can be rendered certain by such evidence."

And again on page 1095:

"A tax deed may give color of title although informal and defective or even when absolutely void unless the land in controversy is not described therein or is so insufficiently described as to render identification impossible."

Thus it appears that any instrument which is relied upon as color of title, no matter what its defects may be, must, to serve its purpose, identify the land claimed by adverse possession under the title.

The A. & E. Ency. of Law, 2nd Ed., Vol. 1, pages 858 and 859, states the requisites of an instrument to serve as color of title as follows:

"In order that an instrument may be color of title it must contain a description of the land, for although it is of no importance that the title is defective, yet if no land is described nothing could pass. Accordingly, an instrument which contains no description of the land or by mistake describes a tract of land entirely different from the one intended, or an instrument which contains a description so vague and indefinite that the land cannot be identi-

fied or distinguished from other lands, cannot be said to give color of title."

The best statement of the purpose of color of title and of the necessity that the instrument should accurately describe the property claimed by adverse possession under a title to which we have had access is that of Freeman in the note to Power vs. Kitching in 88 Am. State Reports, page 708, which we have quoted at pages 20-21 of this brief.

See also Wood on Limitations, 3rd Ed., Sec. 259;
Jackson vs. Woodruff, 13 Am. Decisions, 525 (1 Cow. 276);
Wofford vs. McKinna, 76 Am. Decisions 53 (23 Tex. 36);
Barker vs. Southern Railway Co., 74 Am. St. Rep. 659 (125 N. C. 596);
Clark vs. Courtney, 5 Pet. 354;
Bird vs. Benlisa, 142 U. S. 664;
Stout vs. Mastin, 139 U. S. 152, 153.

Therefore, if the tax deed be held to be absolutely null for the want of a description by which the property sought to be transferred can be located and identified, the conclusion seems to be irresistible that such a deed cannot form the basis of the prescription of either ten or three years by which property possessed could be acquired under color of title. To acquire property by prescription under color of title the possession must be under and by virtue of the deed, but if the deed describes no property, how can the possession be said to have been under and by virtue of the same? The philosophy which underlies the rule permitting property to be acquired by a shorter prescription under color of title than by adverse possession without a title is that the owner has a double notice in the former case. He

is notified of the adverse claim by the possession of the adverse claimant and also by the registry of the instrument under which title is claimed. But if the instrument does not describe the property so that it may be identified, its registry is no notice to the owner.

Both the prescription of ten years under the Civil Code and that of three years under the Constitution must stand or fall with the tax deed, because that under the Constitution is based exclusively upon the tax deed under the very letter of article 233 of the Constitution, and in so far as the prescription of ten years is concerned, none of the deeds under which the defendants claim are ten years old except the tax deed.

We submit, therefore, that the plaintiff is entitled to the land, since it claims by assignment from the patentees, unless the Court should hold the tax sale under which the defendants claim to be a good and valid title under the laws of Louisiana, including prescription within the contemplation of sections 2 and 3 of the Act of Congress of Feb. 10th, 1897, quoted *supra*. We think that we have demonstrated that it is not such a title, and therefore we submit that the judgment and decree of the Supreme Court of Louisiana should be reversed and plaintiff decreed to be entitled to the ownership and possession of said land.

Respectfully submitted,

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Supreme Court of the United States

OCTOBER TERM, 1904.

No. 249. 22.

CORKRAN OIL AND DEVELOPMENT COMPANY,
PLAINTIFF IN ERROR,

versus

LAURENT ARNAUDET, ARTHUR LATREILLE, EUGENE HOUSSIERE *ET AL.*

In Error to the Supreme Court of the State of Louisiana.

BRIEF OF DEFENDANTS, APPELLEES.

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May it Please the Court:

In the case, *Continental National Bank of Memphis vs. Buford,* 191 U. S., pages 119-120, this Honorable Court declared:

> "On every writ of error the first and fundamental question is that of jurisdiction, first of this Court, and

then of the court from which the record comes, and such a question arising on the face of the record cannot be ignored."

In the same volume, at pages 184, 194, *Defiance Water Co. vs. Defiance,* this Honorable Court affirmed the above ruling, and going a little further, declared that this question "must be answered by the Court, whether propounded by counsel or not." The latter quotation to be found at page 194 of the opinion.

In the case of *Giles vs. Teasley,* 193 U. S., pages 146-160, this Honorable Court affirmed the ruling in *Defiance Water Co. vs. Defiance,* and in doing this, declared, among other things:

> "That the right to review in this Court the judgment of a State court is regulated by Section 709 of the Revised Statutes. * * *
>
> "When the jurisdiction depends, as in the present case, upon a right, privilege, or immunity under the Constitution of the United States specially set up and denied in the State Court, certain propositions, it is said by Mr. Chief Justice Fuller, speaking for the Court in *Sayard vs. Denny,* 158 U. S. 180, 184, are well settled, among others, 'the right on which the party relies not having been called to the attention of the Court, in some proper way, and the decision of the Court must have been against the right claimed. *Hoyt vs. Sheldon,* 1st Black 518; *Maxwell vs. Newhold,* 18 How. 511-518. Or at all events it must appear from the record by clear and necessary intendment that the Federal question was directly involved, so that the State Court could not have given judgment without deciding it.' It is equally well settled that if the decision of a State Court rests on an independent ground—one which does not necessarily include a de-

termination of the Federal right claimed, or upon a ground broad enough to sustain it without deciding the Federal question raised, this Court has no jurisdiction to review the judgment of the State Court. *N. O. vs. N. O. Waterworks Co.*, 142 U. S. 79; *Eustis vs. Bolles*, 150 U. S. 361; *Dower vs. Richards*, 151 U. S. 658-666; *Wade vs. Lawder*, 165 U. S. 624-628.

Bearing in mind these observations, and with assurance full and complete that this Honorable Court is without jurisdiction, we hasten to call its attention to this fact, which appears on the face of the papers.

The first attempt to invest this Honorable Court with jurisdiction of this case is to be found in the printed record, at page 525, when plaintiff filed in the State Supreme Court just prior to the argument of the case what it termed an Assignment of Errors, wherein it declared for the **first** time:

> "That in the judgment of the lower Court, Article 233 of the Constitution of the State of Louisiana of 1898, adopted May 12th, 1898, is given the effect of validating a certain tax sale to Henry Gellert, of date December 27th, 1882, of a certain property at that time belonging to the Government of the United States, and never segregated from the public domain—being the property in contest in this suit; that said Article 233, if it be held as having such effect, is unconstitutional, illegal, null and void, being violative of the **Article 5** of the amendments to the Constitution of the United States, which provides that no person shall be deprived of property without due process of law."

That after judgment in said Supreme Court, it did for the *first time* allege and declare that the judgments herein

rendered had deprived the petitioner of its property without due process of law under the **5th** and 14th Amendments of the Constitution of the United States. See its petition for rehearing, page 547 of the printed record; third paragraph thereof.

That in its petition for the writ of error (printed record, pages 552 and 553) it again, which was the second time it had done so (both occasions being **after** judgment in the State Courts), invoked the benefit of the Fourteenth Amendment, which it had never invoked prior to the rendition of *either* judgment in said State Courts.

That, as is hereinbefore stated, *ante* page——, the only article of the Federal Constitution which the petitioner declared had been violated was the **Number 5** of the Amendments to said Constitution. (See its Assignment of Errors, page 525 of the printed record.) That this allegation was insufficient by itself to invest this Honorable Court with jurisdiction is made manifestly to appear from the following quotations taken from the opinions of this Honorable Court:

> "The Fifth Amendment to the Constitution operates solely on the National Government, and not on the States." *Capital City Dairy Co. vs. Ohio,* 183 U. S., pages 238-245.

In the body of the opinion, to be found at page 245, this Honorable Court declared:

> "The contention that the statutes in question violated the Fifth Amendment to the Constitution of the United States, need not be dwelt upon, as it is

elementary that that amendment operates solely on the National Government, and not on the States." Quoting *Brown vs. New Jersey*, 175 U. S. 172-174. See also *Spies vs. Illinois*, 123 U. S. 181.

In *Brown vs. New Jersey*, above quoted, 175 U. S., pages 172-174, this Honorable Court had previously decided that:

> "The first ten amendments to the Federal Constitution contain no restrictions on the powers of the State, but were intended to operate solely on the Federal Government."

And in support of this declaration the organ of the Court cited an array of authorities two inches in length by actual measurement, this measurement being taken from the quotations above stated as set out in the Lawyers' Edition of the United States Supreme Court Reports, page 120 thereof.

Then did the proceedings had in the State Courts, and which are in this Court sought to be annulled, amount to a taking of the plaintiff's property for "being violative of the **Article V** of the Amendments to the Constitution of the United States, which provides that no person shall be deprived of property without due process of law?"

To ask the question is to answer it, in the light of the decisions above quoted. But the plaintiff will doubtless insist that **after** trial had in the State Court, and **after** judgment had in the Supreme Court, and in a petition for **rehearing**, it had invoked both the Fifth and Fourteenth

Amendments; and that in its Assignment of Errors accompanying its petition for the writ, pages 554-555 of the printed record, it had again declared that it had been deprived of its property without due process of law in violation of the Fourteenth Amendment of the Constitution of the United States. That is all very true; but it was then too late to raise the Federal question. A Federal question cannot be raised on a petition for rehearing after judgment in the highest court of the State, the more so where such petition is denied without opinion. Taylor, "Jurisdiction and Procedure of the United States Supreme Court," Section 244, page 448. And a petition for a writ forms no part of the record upon which to determine whether a Federal question arose and was decided in the State Court. Same authority, page 447, Section 243. *Butler vs. Gage,* 138 U. S., p. 52; *Clark vs. Pennsylvania* 128 U. S., 395; *Manning vs. French,* 133 U. S., p. 186. Also *Telluride Power Transmission Co., vs. Rio Grande Western R. R. Co.,* 187 U. S., 569.

This Honorable Court has decided in so many instances that a writ of error to a State Court is not allowed as a matter of right (*Twitchell vs. Commonwealth,* 7 Wall. 321; *Spies vs. Illinois,* 123 U. S., 131-143); and that plaintiff must clearly bring himself within the statutes, failing to do which, his suit will be dismissed, that the writer has experienced no difficulty in gathering the following authorities, all of which bear directly upon the questions herein involved.

In 137 U. S., page 48, *Texas and Pacific Railway Co. vs. Southern Pacific Railway Co.*, this Honorable Court held:

> "We are of the opinion that in Louisiana, as elsewhere, a title, right, privilege, or immunity is not properly claimed under the Act of Congress when suggested for the first time in a petition for a rehearing after judgment." (Opinion, page 54.)

In *De Saussure vs. Gaillard*, 127 U. S., 216, the general rule is stated that to give this Court jurisdiction of a writ of error to a State Court—

> "It must affirmatively appear, not only that a Federal question was presented for decision to the highest court of the State for jurisdiction, but that its decision was necessary to the determination of the cause, and it was actually decided, or that the judgment as rendered could have been given without deciding it."

This decision was expressly affirmed in 137 U. S., *Johnson vs. Risk*, page 307 of the opinion.

In *Leeper vs. Texas*, 139 U. S., 462, this Honorable Court held:

> "It must be regarded as settled that a petition for a writ of error forms no part of the record upon which action here is taken."
>
> "To give this Court jurisdiction to review the judgment of a State Court, under Section 709 of the Revised Statutes, because of the denial by the State Court of any right, title, privilege or immunity claimed under the Constitution, or any treaty or

> statute of the United States, it must appear on the record that such title, right, privilege or immunity was specially set up or claimed at the proper time and in the proper way."

To the same effect is *Dibble vs. Bellingham Bay Land Co.*, 163 U. S., 63-70. See also 168 U. S., 131.

In 148 U. S., page 682, *Bushnell vs. Crooke Mining and Smelting Co.*, this Honorable Court decided that:

> "A Federal question suggested for the first time in a petition for a rehearing, after judgment in the highest court of a State, is not properly raised so as to authorize this Court to review the decision of that Court."

In 179, U. S., page 127, *Chapin vs. Fye*, upon which the writer so confidently relies, this Honorable Court declared:

> "The only reference to the Fourteenth Amendment is in the Assignment of Errors in this Court, and this does not meet with the requirements of Section 709 of the Revised Statutes."

In 180 U. S., *Turner vs. Richardson*, this Honorable Court, page 91, said:

> "We have decided too often to make it necessary to more than announce the rule, that to render a Federal question available on a writ of error from a State Court, it must have been raised in the case before judgment, and cannot be claimed for the first time in a petition for rehearing."

In addition to the above, we beg leave to assign the following additional reasons, going to show want of jurisdiction:

I.

"When a record shows that two questions are presented by the pleadings, one Federal and one non-Federal, and that the judgment below rested upon a decision of the non-Federal question, this Court has no jurisdiction to review the judgment." *Murdock vs. Memphis,* 112 U. S., pages 123-127.

To the same effect is *Eustis vs. Bolles,* 150 U. S., 361-366; *Dibble vs. Bellingham Bay Land Co.,* 163 U. S., pages 63-69.

II.

"Where, in an action pending in a State Court, two grounds of defense are interposed, each broad enough to defeat a recovery, and only one of them involves a Federal question, and judgment passes for the defendant, the record must show, in order to justify a writ of error from this Court, that the judgment was rested upon the disposition of the Federal question; and, if this question does not affirmatively appear, the writ of error will be dismissed unless the defense which does not involve a Federal question is so palpably unfounded that it cannot be presumed to have been entertained by the State Court." *Johnson vs. Risk,* 137 U. S., 300-307.

See also *Powell vs. Brunswick County,* 150 U. S., pages 361-366; also *Dibble vs. Bellingham Bay Land Co.,* 163 U. S., 63-69; 168 U. S., pages 678-679. Also authorities quoted by Taylor in his work, "Jurisdiction and Pro-

cedure of the United States Supreme Court," pages 437-438.

In 168 U. S., page 679 of the opinion, Justice White, as the organ of the Court, declared:

> "To decide the issue as to jurisdiction, we will at the outset ascertain whether a Federal question was necessarily involved in the decision of the State Supreme Court. Even though it be that a Federal controversy was decided, nevertheless if the questions of a purely State character, upon which the Supreme Court of Louisiana passed, are completely adequate to sustain the decree by that Court rendered, wholly independent of the Federal question, it will result that no Federal issue is presented for review." Quoting *Egan vs. Hart,* 165 U. S., 188-191; *Powell vs. Brunswick County,* 153 U. S., 433-441.

III.

> "The Supreme Court of the State having sustained the defense of the statute of limitation, and this judgment having been given without deciding a Federal question, or that the decision of such question was necessary to the determination of the cause, and that it was actually decided, the writ of error must be dismissed."

See the concluding portion of the opinion, *Johnson vs. Risk,* 137 U. S., page 309; see also 163 U. S., pages 63-73, *Dibble vs. Bellingham Bay Land Co.;* see also *Pope vs. Langford,* 104 U. S., pages 770-771; *Lytle vs. Arkansas,* 22 Howard 193.

In the case, *Poppe vs. Langford,* 104 U. S., pages 770-771, this Honorable Court declared:

> "It is clear we have no jurisdiction in this case. All the Court below decided was, that in California

> the title of the true owner of lands is extinguished by an adverse possession under color of right for the length of time which would be a bar to a recovery in ejectment. This is not a Federal question. All that was said about Sec. 1007 of the Civil Code of California was unnecessary and not required in the determination of the cause."

So say we. All that was said about the Act of Congress of February 10, 1897, was unnecessary, and was not required, in the determination of the cause—the decision finally resting upon a line of decisions—*Canter vs. Heirs of Peter Williams*, 107 La. 770; *Ashley Co. vs. Bradford*, 109 La. 461; *In re Lockhart*, 109 La. 770; declared by the Court to have conclusively settled the law on the subject; and which, in effect, it announced had become a rule of property in that State.

IV

> "No rule is more firmly established than that this Court will follow the construction given by the Supreme Court of a State to a statute of limitation of a State."
>
> *Leffingwell vs. Warren*, 2nd Black 399; *Bauserman Blunt*, 147 U. S. 652; *Dibble vs. Bellingham Bay Land Co.*, 163 U. S., pages 62-73 .See also 104 U. S., pages 770-771; 185 U. S., page 351. Also, Judge White's opinion in *Castillo vs. McConnico*, 168 U. S., pages 674-683-684.

V

> "It is well settled that the construction put upon a State statute by the highest court of the State will

generally be followed by this Court, unless it conflicts with the Constitution, or a Federal statute, or a general rule of commercial law."

Powell vs. Brunswick County, 150 U. S. 433-442; 147 U. S. 647; 163 U. S., page 63; 193 U. S., pages 504-509; *Rippey vs. Texas,* rendered by Justice Holmes in March, 1904; *Phoenix Insurance Co. vs. The Treasurer,* 11 Wallace 204.

VI

In the instant case the plaintiff did complain before judgment that it had been deprived of its property without due process of law, but that this had been done under the Article five of the Amended Constitution of the United States. It thereafter in its application for rehearing, and in its petition for the writ declares that it had suffered under the Fourteenth Amendment. This declaration, made for the first time after judgment in the State Courts, comes too late.

Chapin vs. Fye, 179 U. S., page 127; *Scudder vs. Coler,* 175 U. S. 33; *Miller vs. Cornwall R. R. Co.,* 168 U. S. 131; *Simmerman vs. Nebraska,* 116 U. S. 54.

The writ forms no part of the record upon which action here is taken.

139 U. S. 462; 148 U. S. 682; 179 U. S. 127, 150; 168 U. S. 131; Taylor, "Jurisdiction and Procedure of the United States Supreme Court," Sec. 244, page 448.

What, then, is "due process of law," referred to in this section of the amendment? Whatever, in the regular administration of law in a State is general and impartial in its operation on *all* persons, is "due process." The

above quotation is taken from Tucker on the Constitution, Vol. 2, page 868. After an exhaustive review of all the cases bearing upon this subject matter, he quotes in support thereof *Walker vs. Sauvinet,* 92 U. S. 90; *Caldwell vs. Texas,* 137 U. S. 692.

On the Merits.

In the event this Honorable Court should conclude it has jurisdiction of the case, then, and in that event only, the writers submit portions of a brief which had been by them prepared for the State Supreme Court, which, in their humble opinion, meets every requirement of the case.

Our presentation of the case in this Honorable Court entitles us more readily to a judgment than in the lower courts, for reasons, among others:

I.

This Honorable Court being confined to the consideration of Federal questions will not have to travel out of its prescribed path to discuss at all the questions which belonged to the State tribunals.

II.

It will not pass upon the facts. The finding of facts made in the Supreme Court of the State will be the basis of the decision of this Honorable Court.

III.

The decisions of the State Courts upon interpretation of its Constitution and statutes being final, the question on

review in this Court is whether the convention, in adopting Article 233 of the Constitution, violated the Constitution of these United States. *Rippey vs. Texas,* 193 U. S. 504.

IV

Whether or not the Supreme Court of the State of Louisiana correctly sustained the statutes of limitations of that State, interposed as a defense by these defendants, under the pleadings and practice of said State as made up in this Record.

Now, both the District Court and the State Supreme Court having found as a **matter of fact** that the defendants were in possession of the property in suit for some nineteen years prior to the bringing of the suit; that their entry thereon was under a tax title sufficient in terms to transfer property and furnish a color of title; that this tax title was never directly assailed by plaintiffs—not even upon trial of the case in the District Court—when made aware of the fact that it was defendants' main point of resistance; and finally that plaintiffs having failed to institute their proceedings within the three years from the date of the adoption of the Constitution, their right of action was forever barred. It does not seem to the writers as if the decision of this case, even if the merits are gone into, is one of easy solution.

The basis of plaintiff's right, if any it has in this Honorable Court, is that it was deprived of its property acquired under an Act of Congress, by a statute of prescrip-

tion to be found in the Article 233 of the State Constitution. To properly understand the question presented, we propose to take up for discussion this Act.

The Facts.

On February 10, 1897, the following Act of Congress was passed:

> "An Act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana:
>
> "Section 1. Be it enacted, That all the right, title and interest of the United States in and to the lands situate in the State of Louisiana, known as the located but unconfirmed private land claims therein, aggregating about eighty thousand acres, and specifically described in the list or tabular statement accompanying the report, dated February nineteenth, eighteen hundred and eighty, made by the Surveyor-General of Louisiana, to the Commissioner of the General Land Office, under a resolution of the United States Senate, of December second, eighteen hundred and seventy-nine, and which report and list were communicated to the Senate by the Secretary of the Interior, on March eighth, eighteen hundred and eighty, as Senate Document Numbered One Hundred and Eleven, Forty-sixth Congress, second session, shall be, and the same are hereby directed to be granted, released, and relinquished by the United States, in fee simple, to the respective owners of the equitable titles thereto, and their respective heirs and assigns forever, as fully and completely, in every respect whatever, as could be done by patents issued therefor according to law.
>
> "Sec. 2. That nothing contained in this Act shall in any manner, abridge, divest, impair, injure or prejudice any valid right, title, or interest of any

person or persons in or to any portion or part of the lands mentioned in said first section, the true intent of this Act being to relinquish and abandon, grant, give, and concede any and all right, interest, and estate in law or equity which the United States is, or is supposed to be entitled to in said lands, in favor of all persons, estates, firms, or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription, in the absence of the said interest and estate of the United States.

"Sec. 3. That the Department of the Interior shall cause patents to issue for such lands, and such patents shall issue in the name of the original claimant as appears in the list or schedule aforesaid, and when issued shall be held to be for the use and benefit of the true and lawful owners as provided in sections one and two of this Act."

Under this Act, a patent issued on November 22, 1897, embodying on its face the three sections of the Act, and reciting further that, as the private land claim of Anthony Corkran appears in the list of claims embraced in the foregoing Senate Executive Document, numbered 111, the United States, in consideration of the premises, and in conformity with the provisions contained in Sections Two and Three of the Act, gives and grants to Anthony Corkran and his heirs and assigns, Section 47, in Township 9 S., R. 2 W., containing 580.90 acres.

There is not on record any previous application for the land, or entry thereof, by Anthony Corkran, but the records of the Land Department show that in 1816 the land was surveyed by Deputy United States Surveyor Joseph

Aborn, who filed a map of the land, with the following *proces verbal:*

> "Pursuant to an order from the Principal Deputy Surveyor of the Western District, State of Louisiana, and in conformity with a certificate B. No. 1151, from the Board of Commissioners of the said Western District, I have surveyed for Anthony Corkran a tract of land," etc. [The words from "B. No. 1151" were scratched out.]

This map and *proces verbal* were approved on May 21, 1817, by Gideon Fritz, Principal Deputy Surveyor.

The land was surveyed again in 1875, by P. A. Thibodaux, Deputy Surveyor, and across his map is written, "Claimed by Anthony Corkran—no confirmation found."

In 1882, the land was sold to Henry Gellert for taxes. The defendants herein hold, through *mense* conveyances, under Gellert.

Before buying the Gellert title, some of the defendants attempted to enter the land from the United States, but their application was rejected on the ground that the land was not public. Letter of Thos. H. Carter, Commissioner Land Office (T. p. 546).

Argument.

On the merits, the first question is whether Section 47 was taxable as the property of Anthony Corkran at the time of the tax sale.

The plaintiff claims that the land was a part of the public domain, and exempt from taxation at that time,

and that the tax sale was void for that reason; but, if the taxation of the property was valid, the plaintiff objects that the deed itself is void, for uncertainty of description.

To which, the defendants say that the suit was brought more than three years after the tax sale, and is barred by the peremptory language of Article 233 of the Constitution; but that, if inquiry is permitted concerning the tax sale, it was valid, as the property was taxable, and the tax deed good. As the plaintiff does not set up dual assessment, or prior payment of taxes, we contend that the courts are without authority to investigate the other grounds of complaint advanced by the plaintiff.

I.—Was the Corkran Property Taxable in 1882?

The grant to Corkran was apparently discovered when Aborn surveyed his land, in 1816. He indicated it as the located but unconfirmed grant of Anthony Corkran. The grant, though undiscovered in any documentary form, must have been made by either France or Spain. According to Chief Justice Marshall, such grants were recognized as property, and have been protected by the Treaty between France and the United States. Article 3 of Treaty. See *DeLassus vs. United States,* 4 Peters, 511.

This grant was embraced among a large number of others in the Act of Congress of 1897, and by that Act the original title was recognized, by the United States, to be in Anthony Corkran.

The United States had the sovereignty over all the public domain. Congress had power to dispose of and

make all needful rules and regulations respecting the territory and other property of the United States (Art. 4, Sec. 3, Const. U. S.).

Either the land in question belonged to the United States derived from France, or it belonged to Anthony Corkran, derived from France, or Spain. But the United States granted whatever rights it had to the owners of the Corkran title, giving its deed a retroactive effect to the time of the location of the land. The patent, *ex industria,* notices the rights that may have accrued on behalf of other persons holding under or adversely to Corkran, and says, "the real intent of this Act being to relinquish and abandon, give, grant and concede any and all rights, interest and estate in law or equity which the United States is, or is supposed to be entitled to in said lands, in favor of all persons, estates, firms or corporations, who would be the true and lawful owners of the same, under the laws of Louisiana, including the law of prescription."

Sec. 2, Act of 1897, Printed Record, p. 110.

It will be observed that in the first section the same care is taken to abandon all pretension of the United States, as owner, by making a retroactive grant, as follows:

> "That all the right, title and interest of the United States in and to the lands, situate in the State of Louisiana, known as the located but unconfirmed private land claims therein, and specifically described in the list or tabular statement accompanying the report, etc., shall be and the same are hereby directed to be granted, released and relinquished by the United States, to the respective OWNERS OF THE EQUITABLE TITLES THERETO."

This is as plain as language can convey meaning.

It relinquishes the title of the United States to persons who were the *owners of the equitable title;* and it does not purport to *confirm* titles, but to "QUIET TITLES AND POSSESSIONS."

Congress having said that the equitable titles were owned by Corkran and others, who can gainsay it?

The paper title might have been in the United States, but the real title, the equitable title, was in those who had derived it by grant from one of the former sovereigns of the Louisiana Territory, Spain or France.

And then again, it will be seen that the United States, scrupulously taking care of the interests of all persons, made it clear that all holding under the equitable owner, from Spain or France, should, in turn, be protected by the declaration quoted, as to the true intent of the Act.

No government ever allowed prescription to be pleaded against it. No government having title as sovereign ever acknowledged title in another, either potentate or individual. Besides, if there was no former grant in fact, the United States has established one in law. It has created one retrospectively. Even if there was no grant, the United States had perfect right as sovereign to dispose of the property.

It has done so in a way to acknowledge or grant a title to take effect from the time that a color of title was made by Anthony Corkran.

The effect of the Act must, of course, be determined

from the language of the Act. The following State authority, while *apropos*, is not necessary:

> "Whenever the question arises whether the title to property which belongs to the United States has passed, it must be resolved by the laws of the United States."
>
> *Lott vs. Prudhomme*, 3 R. 293.

All the correspondence between the Surveyor General of Louisiana and the Commissioner of Public Lands, is based upon the existence of a grant by competent authority to Corkran and others, the evidence of which could not be found. The United States dispenses with proof and recognizes the claim, and recognizes it to take effect from its location in 1816.

The counsel for plaintiff insisted below that some evidence of the claim must have been produced before a divestiture of title in the United States could be maintained.

The United States comes in, and recognizes the located but unconfirmed claims to some 80,000 acres in Louisiana, and declares that it abandons all title, if any, to the owners of these claims.

The United States, in the Act of 1897, does not relinquish a title which they once had, but gives a quit claim to land, *the title to which they acknowledge to be in others*, and they go further and say that their intention is not only to give up all shadow of title in and to the grants tabulated in the Commissioner's statement and appended to the bill, but they protect third persons having claims

against the real owners, and declare that any good or valid title they might hold, under State laws, including the law of prescription, is protected by the Act.

It is perfectly clear that the United States, in the patent, and in the Act of 1897, acknowledged a grant from one of the former sovereigns of the Louisiana Territory.

A somewhat similar point was decided in *Jenkins vs. Gibson*, 3 A. 203, where it was held:

> "A patent issued by the United States for public lands is conclusive proof that the party in whose favor it was issued had complied with the requirements of the Act of Congress, as to making improvements on the land, etc."

The language of the patent and the Act can be construed to have no other meaning. The legislation of the United States affecting owners of equitable titles from France or Spain, required of them to go before Commissioners appointed by Congress, or sue before certain prescribed courts, in order to have their titles confirmed, and stamped with the approval of the government. Failing to do this, the owners of some 80,000 acres of land in Louisiana held under grants, located but unconfirmed, are given the benefit of the statute of 1897, passed to recognize such grants, and to give them the same validity and effect as if confirmed by the United States Commissioners or by the courts.

The whole scope and spirit, and almost the letter, of the Act, are taken from the report of the Surveyor-General of Louisiana in 1874, and repeated in his later report. See Senate Executive Document.

The intention of the government to recognize that the claimants of these 80,000 acres were grantees of one of the former sovereigns of the Territory is apparent from the correspondence between the Surveyor-General of Louisiana and the Secretary of the Interior; from the recommendation of the latter to the Congress that such a recognition was just and proper, and finally from the unambiguous and clear expressions of the Act of 1897, confirming the grants, and providing for the security of the real owners holding under and by virtue of such grants.

The true policy of the United States in regard to located but unconfirmed private land claims under the Treaty between France and the United States, is set out by Chief Justice Marshall, in 4 Peters, 511, with the breadth and luminousness that characterize the opinions of that eminent jurist.

What the equitable right of Anthony Corkran was can not be ascertained; but all that matters now is that, whatever its nature, it received full recognition and confirmation in the Act of Congress.

The ordinary equitable right is acquired by applying, and paying, for the land, and obtaining the Receiver's receipt; and the patent issues afterwards in due confirmation of the equitable right acquired by the entry.

The source, character and proof of the equitable right are unimportant. The vital question is, did such right exist at the time the land was assessed and taxed? It is never a question, how can it be proved?

The present case differs, basically, in no respect from the ordinary one where land is held subject to taxation, because sold and paid for, although a patent has not been issued. *Carroll vs. Safford,* 3 How. 441.

It differs only apparently from the above case. in that proof of the existence of the equitable title was on record, in the one case, while, in the other, at bar, such proof is dispensed with by Congress, and the patent is ordered to issue merely in confirmation of the equitable right, which the sovereign says did exist. This case is somewhat similar to that where an unconfirmed Mexican or Spanish grant is taxed. The right of taxation in such a case is undoubted. *N. P. R. R. Co. vs. Meyers,* 172 U. S. 601; *Marsh vs. Arizona,* 164 U. S. 609; *N. P. R. R. Co. vs. Peterson,* 154 U. S. 130; *Landers vs. Brant,* 10 H. 348.

While the Corkran title is exceptional, and not to be tested by any ordinary rules not in consonance with the Act of Congress, yet, if tested by the condition that the equitable title, to be taxable, must be such that nothing remains to be done or paid in order to complete the right to the patent, Corkran's rights were sufficiently perfected to justify taxation. For, what remained to be paid or done by him or his heirs, between 1816 and 1897? Absolutely nothing. What remained to be paid or done by his heirs between February 10, 1897, and the date of the issuance of the patent? Absolutely nothing. What was actually done or paid between 1816 and the date of the issuance of the patent to add to Corkran's rights? Absolutely nothing.

Then the right to the patent was as strong in 1882 as in 1897. It is no answer to say we can not prove it; Congress has waived that.

Corkran Heirs Estopped.

How can the heirs of Anthony Corkran be heard to claim that their ancestor had no equitable title? If there was no inchoate right or equitable title in Anthony Corkran susceptible of confirmation, no title has ever passed, for the Act certainly creates no new title.

The whole case for the plaintiff rests upon the denial of the existence of any equitable or inchoate right of Anthony Corkran, or his heirs, to the land in controversy, previous to the passage of the Act of Congress. Upon what, then, is the patent based?

The plaintiff was industrious to introduce in evidence the inventory in the estate of Anthony Corkran, for the purpose of showing that this property was not included among the assets of the estate, and it is triumphantly stated in its brief that Corkran held "no Spanish or French grant, either written or verbal, or any Spanish requete, or certificate, either of purchase or entry, or any other sort of certificate or any warrant in any manner covering this particular tract of land." This is to prove that there was no right or claim of any kind antecedent to the patent. Why, then, did the patent issue? For there was no payment made immediately before its issuance, nor any act done which gave the representatives of Anthony

Corkran a greater right to the patent in 1897 than he had in 1816.

The patent does not purport to be a donation, and is not a donation. The lands affected by it are merely released from any record title which the United States might appear to have in favor of such persons as were, previously, the equitable owners.

Then, if there was no equitable ownership in Corkran and his heirs, the patent, issuing in conformity with the Act, gave title to no one. Any one claiming the land under the patent and the Act, is estopped to deny that there was an outstanding legal or equitable title previous to the issuance of the patent. Nor can it be claimed by an heir or assign of Corkran that the previous equitable title was not sufficiently strong to constitute property, susceptible of assessment, for that previous equitable title is all that exists now, the Act having added nothing to any previous title, but operating as a mere quit claim from the United States in favor of such title as did exist. See *Sterling vs. Drew*, 5 N. S. 204.

The plaintiff relies on the "*habendum et tenendum*" clause of the patent, and disregards all else. The patent is the mere vehicle for the grant, which is the Act of Congress; the "*habendum et tenendum*" clause is the mere clerkly phrase, the stereotyped form, for recording the sovereign will, as expressed in the Act. If this clause should be considered alone, the grant would have to be taken as a mere donation, without reference to any services as soldier, or settlement as homesteader, or any payment,

or other consideration, which would involve the most violent of all presumptions—that public property had been distributed by Congress as largesse to individuals.

Either

Anthony Corkran had an equitable title which was confirmed by the Act, and which was subject to taxation,

Or

Anthony Corkran had no equitable title; and, as the Act merely recognized and confirmed, and did not create title, then his heirs would have no title at all.

In either event, the heirs of Anthony Corkran have no case.

We quote the *Succession of Monette*, 26 A. 26, in this connection.

A question of heirship came up there. An heir, legitimated by an act of marriage, contested the legitimacy of his brother, which was recognized by the same act. The Court said:

> "He can not accept the benefits of an act and repudiate its obligations. The very words which establish his legitimacy, establish also the *status* of the defendant. One can not be listened to by the courts when he attempts to prove the falsity of an act, under which alone he asserts a right. 'Il est de principe que les acts sout indivisibles dans leurs effets.' Encyclopedie du Droit."

The survey of Joseph Aborn, and his *proces verbal* thereof, create a very strong presumption that a grant to

Corkran did exist, and that it was confirmed. We are told that a "mere order of survey" from Spain or France creates no title; but the recitals in Aborn's *proces verbal* indicate that there was more than a mere order of survey. It is distinctly stated that a certificate issued from the Board of Commissioners, and the certificate is actually numbered B. No. 1151, although this number is scratched out. That there was confusion of the records, and possibly a loss of papers, is shown by the circumstance that *John* Corkran applied years ago to enter this same section, and that certificate of confirmation *B. No. 1151 for 640 acres on Bayou Cannes was issued to him.* (Printed Record, p. 516.)

What it means, we can not conjecture. Perhaps Congress knew that Anthony and John Corkran were one and the same, and that certificate B. No. 1151 covered Section 47.

Right here should be applied the principle that a grant will be presumed from long-continued possession, even against government itself. *Gonsoulin vs. Gulf Company*, 116 Federal Reporter, p. 251; *U. S. vs. Chaves*, 159 U. S. 462; *Landry vs. Martin*, 15 La. 1; *Crooker vs. Pendleton*, 23 Me. (10 Shep.) 339.

In *Landry vs. Martin* a grant was presumed to have emanated from Spain, after long possession, and it was judicially noticed that grants from Spain were sometimes made verbally.

If such a presumption might be entertained in a controversy with the United States, *a fortiori* ought it to prevail under such a liberal confirmatory grant as has been passed

by Congress. Not to allow it, under the circumstances of this case, would do violence to the letter as well as to the spirit of the Act.

The syllabus in *United States vs. Chaves* reads as follows:

> "It is the general rule of American law that a grant will be presumed upon proof of an adverse, exclusive and uninterrupted possession, for twenty years, and such rule will be applied as a *presumptio juris et de jure* whenever, by any possibility, a right may be acquired in any manner known to the law, including occupation of claimants under alleged Mexican grants, prior to the said treaties."

In Wharton on Evidence, Section 1348, Note 1, it is said:

> "Thus, the lapse of time does not of itself furnish a conclusive legal bar to the title of the sovereign, agreeably to the maxim *nullum tempus*, etc., yet, if the adverse claim could have had a legal commencement, juries are instructed or advised to presume such commencement after many years of uninterrupted adverse possession or enjoyment."

For an illustration of the principle, we will refer the Court to the case of *Gonsoulin vs. Gulf Company*, 116 F. 251. The doctrine at the foundation of such cases, and which pervades the correspondence between the United States Land officers in the Senate Executive Document incorporated in the Act of Congress by reference, is stated with precision by Mr. Justice Story in *Ricard vs. Williams*, 7 Wheat. 59:

> "A grant of land may as well be presumed as a grant of a fishery, or of common, or of way. Presump-

> tions of this nature are adopted from the general infirmity of human nature, the difficulty of preserving muniments of title, and the public policy of supporting long and uninterrupted possessions. They are founded upon the consideration that the facts are such as could not, according to the ordinary course of human affairs, occur, unless there was a transmutation of title to, or an admission of an adverse title, in the party in possession."

We are told that the decision in *Hussman vs. Durham*, 165 U. S., overthrows our argument that the Act of Congress is authority for the existence and taxability of Anthony Corkran's title. If an ordinary act of confirmation had been passed by Congress, the fiction of relation would have been necessary to protect a tax sale made before the confirmation; and no sale taking place before the inception of the equitable right would have been valid; still, even if the Act of Congress, in this case, were an ordinary confirmatory one, the doctrine of relation would save the tax sale, because if there is anything to confirm, it is the claim—standing in 1897 as it did in 1816—dating back to Aborn's survey; and if there is nothing to confirm, as the plaintiff contends, then the confirmatory act is nugatory, and no one takes anything under it.

But the doctrine of relation is not needed here. It is a fiction of Court-made law, whereas the retroactive effect of the confirmation springs from the express language of the statute itself.

The plaintiff is unable to square the authorities cited to the effect that taxation is illegal until the patent issues,

unless a perfect inchoate title has existed previously, with the retroactive language of the statute. We have a special law for the titles named in the Act of February 10, 1897, and, if the doctrine of relation is needed, it will be found in this law.

The Act would have opened itself wide for the deadly coach and four if, professing to quiet titles in the wide area of 80,000 acres, it had not provided against the unsettling of tax titles.

In *Williams vs. Close*, 12 A. 873, opposing claims were made to a tract, the title to which had been confirmed by an Act apparently *in praesenti* in terms, but with the reservation that the patent "shall in no manner affect the rights of third persons, nor preclude a judicial decision between private claimants to the same land."

The Court remarked that this patent was a mere quit claim from the United States, and conveyed to the patentee only such title as the government itself had at the time, and proceeded to give judgment declaring that the patentee had no title.

In *Sackett vs. Hooper*, 3 La. 107, substantially the same ruling was made.

Another such statute came before the Supreme Court of the United States in *Cannon vs. White*, 6 Wall. 443, where it was said:

> "A patent of the United States relinquishing to the patentee their right to certain land, but providing that it shall in no manner affect the rights of third persons, nor preclude a judicial decision between private claimants for the same land—this reservation

> being inserted in accordance with the statute which authorized the patent to issue, allows a judicial inquiry into the merits of opposing claims to the land."

In *Sackett vs. Hooper*, and *Williams vs. Close*, the United States opens its patent to attack.

In the case at bar, the United States throws the shield of its patent around Anthony Corkran's grant, and protects all holding under that grant.

In the one case the United States gives a quit claim; in the other, it acknowledges a grant, held inviolate under treaty stipulation, the highest law of the land.

In both *Williams vs. Close* and *White vs. Cannon*, statutes similar to that of February 10, 1897, were under consideration, but neither was so fully retrospective as the latter, nor so careful to protect equitable owners.

The Supreme Court of the United States has not only permitted inchoate titles to be taxed, but even possessory rights as well. Concerning this latter species of property it says:

> "It has been held that possessory rights founded upon mere occupation and improvements upon government land, though invalid against the government, may be made the subject of barter and sale, and may be treated under the laws of the State and Territory as having all the attributes of property."
>
> *Lamb vs. Davenport*, 85 U. S. (18 Wall.) 307; *Bishop of Nesqually vs. Gibbon*, 158 U. S. 155; *Maish vs. Arizona*, 164 U. S. 606; *McCastle vs. Chaney*, 28 A. 720.

If, legislating with reference to State laws taxing as property all rights of this kind, Congress declares in this

Act that it quit claims its paper title in favor of the persons who would be the lawful owners under the laws of Louisiana, does it not refer to the laws of taxation as well as to all other laws of the State? Do the taxation laws stand on a lower or different plane from other laws, so that they should be excluded from "laws of Louisiana," to which the Act leaves these land titles?

All property being taxable under the laws of Louisiana, it is merely necessary to inquire whether such an equitable right as was recognized in Corkran is property. In *DeLassus vs. United States,* 9 Peters 133, it is said:

> "The right of property, then, is protected and secured by the treaty; and no principle is better settled in this country than that an inchoate title to lands is *property.*"

As Corkran's rights were probably derived from France or Spain, we shall quote the next paragraph as applicable here:

> "Independent of treaty stipulation, this right would be held sacred. The sovereign who acquires an inhabited territory acquires full dominion over it; but this dominion is never supposed to divest the vested rights of individuals to property. The language of the treaty ceding Louisiana excludes every idea of interfering with private property; of transferring lands which had been severed from the royal domain."

It is settled law that a State may tax lands for which a patent has not been issued, but of which the full equitable title is held by an individual.

Saunders on Taxation, p. 40; Cooley on Taxation, pp. 59, 60; *Carroll vs. Safford,* 3 H. 440; *McGill vs. McGill,* 4 A. 265.

Even where the equitable titles are deficient, they are held to be property. In *Landes vs. Brant,* 10 H. 348, execution was allowed to issue against such a claim:

> "Where an *imperfect* Spanish title was seized and sold on execution in conformity with the local law of the Missouri Territory, while proceedings were pending before a Board of Commissioners, and the perfect title was *subsequently* granted by patent to the debtor, pursuant to the decision of the Board, it enured to the benefit of the purchaser of the imperfect title, both by the doctrine of relation, applicable to such a case, and because the patentee, being dead at the date of the patent, under the Act of Congress of May 20, 1836 (5 Stats. at Larg, 31), the purchaser had a better title than the devisees of the patentee.
>
> "In every case when this Court has been called upon to investigate titles, where conveyances of lands have been made during the time that a claim was pending before a Board of Commissioners, and where the claim was ultimately confirmed in the name of the original claimant, the intermediate assignments have been upheld against the confirmee, and his heirs or devisees, in the same manner as if he had been vested with the legal title at the date of conveyance."

II.—Prescription.

On this point also, the plaintiff endeavors to get away from the Act of Congress, and find shelter in decisions holding that "where the legal title to land is in the United States, the statutes of limitation raise no bar to the action of the government or its grantee, who receives its convey-

ances within the statutory period of limitation, to recover possession." This is good law, but the special Act expressly provides that prescription shall be applicable to any titles claimed under it; hence the rule invoked does not govern in any case where prescription is set up in aid of a title validated by the special Act.

The three-year prescription of the Act of 1874 cures any supposed defects in the tax deed, and that of Article 233 of the Constitution bars this action.

Of the former statute it was said in *Barrow vs. Wilson*, 39 A. 403:

> "IT IS A MISTAKE TO TREAT THIS STATUTE AS ONE INTENDED TO CURE DEFECTS IN TAX TITLES. IT IS A STATUTE OF PRESCRIPTION BARRING AN ACTION REGARDLESS OF THE MERITS OR DEMERITS OF EITHER TITLE."

This was reaffirmed in *McDougal vs. Monlezun*, 38 A. 1005; *Smith vs. City*, 43 A. 734, and in *Russell vs. Lang*, 50 A. 36.

It was said in *De Armas vs. De Armas*, 3 A. 526; *Municipality vs. Nuns*, 2 A. 611, and *Municipality vs. Wheeler*, 10 A. 745, that there can be no question of the legislative power to pass such statutes, they being statutes of prescription, which are legitimately retrospective.

In *Canter vs. Williams*, 107 La. 77, the prescription established by Article 233 of the Constitution came before the Court for the first time. That prescription is more drastic than that either of 1874 or 1884, else the lawmaker would have been satisfied with the prescriptive statutes

as they stood. It goes further than any prescription ever before established in this State, and is sweeping and peremptory in excluding from judicial consideration any claim for the annullment of a tax sale not based on dual assessment or the prior payment of taxes.

The Court said in that case:

> "Article 233 of the Constitution of 1898 declares that no sale of property for taxes made prior to the adoption of the Constitution shall be set aside for any cause, except on proof of dual assessment, or the antecedent payment of taxes, unless the proceeding to annul is instituted within three years from the adoption of the Constitution.
>
> "That provision of the Constitution was intended to have the effect of a statute of repose.
>
> "After the lapse of the three years from the adoption of the Constitution, the party in possession under his tax title, which has been duly recorded, can not be disturbed except for two causes mentioned."

See also *Carey vs. Cagny,* 33 Sou. Rep. 89; *Ashley vs. Bradford,* 33 Sou. Rep. 634; *In re Lockhart,* 109 La. 740.

In *Ashley Co. vs. Bradford,* the State Supreme Court again interpreted this Article, and in reviewing the spirit and purpose and validity of its adoption stated, among other things:

> "By Article 233 the people of the State, acting through the convention which framed the Constitution, meant to provide a prescription or pre-emption which would operate to quiet tax titles and thereby settle the ownership of property acquired through them."
>
> "As a statute of limitation it was intended to have

a more far-reaching effect than what Act No. 105 of 1874 has been allowed by the courts to have."

"Nor is it amenable to the charge of authorizing the taking of property without due process of law."

This was a sale of the property in the name of a person who was not the owner at the time. Defendants laid great stress upon this fact in their argument, and contended that this was not such a sale as was contemplated by the framers of the Constitution when they ordained that no sale of property shall be set aside for any cause except dual assessment or antecedent payment of taxes, and that if it were, the provision of the State's organic law authorizing the same *contravenes the Federal Constitution that it operates to divest them of their property without due process of law.* (Opinion, page 649.)

But the Court held that the registry of said tax deed, even if void, had the effect of investing him with "color of right," which the law made *prima facie* valid with the right of immediate possession and upheld the title. It proceeded to uphold the constitutionality of the Article 233 for being grounded upon sound policy, and pointed to the fact that many States of the Union had adopted similar statutes, and that they had been maintained by the courts of the highest authority.

In re Lockhart, 109 Louisiana, page 740, 33 South 753, the Court having occasion to again consider this Article, went further than it had in the two preceding decisions, and held that, even though the tax sale was originally an absolute nullity, and had been so declared by judgment

of the Court, yet if the adjudicatee of the tax title continued to hold *thereunder* adversely to the true owners, his title had, after the lapse of three years from the adoption of the Constitution, become unassailable except for causes enumerated therein.

The Court declared, among other things:

> "The conclusions which we reached in the case of *Lockhart vs. Smith* as to the nullity of the adjudication made to the State in 1885 have not changed, and, were matters made to vest at the present time upon the intrinsic strength of plaintiff's title in a petitory action brought against the heirs of Brickell, his demand would be rejected, but a new condition of affairs has been brought about by the Constitution of 1898, and we are called on to consider the effect of Article 233 of that Constitution upon the rights of the parties to this litigation. Plaintiff has adduced evidence to show that he has been in the open, actual, corporeal possession of the land since 1893, when the sale was made to him by the State.
>
> "We see, therefore, that from May, 1898, up to the institution of this suit, a period of more than three years, there was a person holding actual possession of the property, and claiming ownership under a tax title which had been duly recorded in 1885, against whom the heirs of Brickell could have proceeded. The State's title, as well as that of Lockhart, was open to attack all the time. Under the Constitution it is mandatory upon owners of property to keep advised as to whether third parties are holding possession of the same under a claim of ownership, and it is required, should this claim of ownership be predicated upon a tax sale, to take action to assert their rights within a certain designated time. These owners are notified that, although these claims of ownership

> may be null and unassailable within the period aforesaid, they will be placed beyond attack after that delay, except as to specially enumerated nullities.
>
> "The convention, through the Constitution, had the right to impose this duty upon the owners of property, and should they lose their rights, it is the result of their non-compliance with the law. Actual possession of their property conveyed notice. It is no new doctrine in this State that an owner of property can be divested of his ownership by one having really no claim against him or the property itself, should he permit him to hold actual possession of the same for thirty years, even though without title and in bad faith. The convention had the right to shorten this period, from motive of public policy, from thirty years to three years, in favor of parties holding possession under tax titles, even though but for this provision of the Constitution these titles could have been judicially declared null and void. Of course, in the exercise of this power, owners should be accorded a reasonable delay within which to indicate their rights. It is not pretended that three years is an unreasonably short time.
>
> "We have no alternative but to enforce the law."

With the rendition of this judgment it has become "a rule of property" in the State that a tax title, with actual possession thereunder, is unassailable under the organic law other than for causes enumerated therein.

The land having been taken into possession under the deed, and held for the period fixed in Article 233 of the Constitution, the case becomes the same as that where the thirty-year prescription is established.

The three-year prescription of Article 233 is fully as effective to quiet one in possession as the thirty-year pre-

scription. It sets a limit of time after which no question can be raised; it declares that no one shall enter the courts after the time fixed, for the purpose of litigating a tax title; it leaves such a complainant without a remedy, without a right, and without a forum. In view of what was said in *Barrow vs. Wilson*, and quoted above, is it not within bounds to say that a prescriptive bar stronger than that which "bars the action regardless of the merits or demerits of either title" deprives a party in such an action of a forum?

We quote the following discussion of the subject and review of the authorities on the curative statute of 1874, from *Russell vs. Lang*, 50 A. 36:

> "It is distinctly a statute decreeing the prescription of an action. It does not purport to cure defects, nor does it concern itself with the rights of parties. Its simple declaration is that whatever rights parties may have they must assert them within three years, or forever thereafter 'hold their peace.' It creates a positive bar against any action to invalidate a tax title after the lapse of three years. *Barrow vs. Wilson*, 39 A. 406."
>
> "It is a statute of repose, sanctioned alike by reason, sound policy and authority. Blackwell, Tax Titles, p. 643; Cooley on Taxation, p. 376; *McElmoyle vs. Cohen*, 13 Peters, 312."
>
> "Defendant and the authors of his title hold under a deed from the State Tax Collector, which sets forth that the property was sold for the non-payment of taxes. They went into possession under this purchase of the identical property claimed by plaintiffs, and this possession has been adverse to plaintiffs for nearly nine years. This is a sufficient showing upon

which to predicate the plea in bar of the action. *Breaux vs. Negrotto*, 43 A. 426; *Barrow vs. Wilson*, 39 A. 409."

"In order to invoke the plea it is not required defendant should show that all the requisitions of the law had been complied with in order to make the tax deed a valid and indefeasible conveyance of the title. IF SUCH PROOF WERE ESSENTIAL BEFORE DEFENDANT COULD HAVE THE BENEFIT OF THE LAW, IT WOULD, IN EFFECT, BE REQUIRING HIM TO SHOW THAT HE HAD NO NEED OF THE PROTECTION OF THE STATUTE BEFORE HE COULD AVAIL HIMSELF OF ITS PROVISIONS. Such a construction would deprive the statute of the effect it was clearly intended to have, viz.: obviating the necessity, on the part of purchasers at tax sales, after the lapse of three years, of substantiating the validity of tax titles under which they hold. *Pillow vs. Roberts*, 13 How. 472."

"A similar statute in Wisconsin was held by the Supreme Court of that State to be of such binding force that if the tax purchaser's possession had been actual and open and the suit to annul his title was not brought within the three years, the statute would protect him EVEN IF THE TAX DEED WAS VOID ON ITS FACE."

We especially invite the attention of the Court to that paragraph of the foregoing decision wherein it is stated that if it is first necessary to show that all legal requisites had been complied with to make the deed valid, before the prescription can be invoked, this would make it necessary to show that the deed did not need the prescription before the benefit of it could be obtained.

The general rules of law concerning prescription aiding a tax deed, which was originally void because the property

belonged to the government at the time of the sale, are stated in the A. & E. Enc. of Law, 1st Ed., Vol. 1, page 267, as follows:

"A person who enters upon land under a deed describing the land, and claiming it under such deed, and which land, at that date of his deed and entry thereon does not appear to have been granted by the Commonwealth, but subsequently to the time the grant issued to such other person, the statute of limitations commenced to run in favor of the person who had thus entered upon the land; and if he continues in the actual possession after the date of said grant, long enough to bar an entry under said statute, he will acquire *a valid title to said lands.*"

"A party entered into possession of a tract of land under color of title, and so remained in possession thereof for more than ten years after a title to the tract had been conveyed to a railroad company by the United States. *Held,* that to enable him to invoke the protection of the statute of limitations, it was wholly immaterial whether his title originated before or after the title passed from the United States." Same authority, page 267; Notes, right hand column.

"Defendant took possession of the land in question under a tax deed, *void because the land belonged to the United States, and was not subject to taxation.* Plaintiff afterwards procured title from the United States. But defendant continued in uninterrupted possession, under his tax deed, for more than ten years after plaintiff procured his title. *Held,* that although defendant's color of title began *while the government yet owned the land,* yet his possession thereunder was continued for more than ten years after plaintiff acquired his title, plaintiff's right of action to recover the land was barred by the statute of limitations, though the statute would not have run against the government had the title remained in it." Same authority, page 284; Note 1, left hand column.

In the leading case of *Pillow vs. Roberts,* 13 Howard, 772, the Supreme Court of the United States held:

> "In order to entitle the defendant to set up the bar of this statute after five years' adverse possession, he had only to show that he, and those under whom he claimed, held under a deed from a collector of the revenues, of land sold for the non-payment of taxes. He was not bound to show that all requisitions of the law had been complied with in order to make the deed a valid and indefeasible conveyance of the title. If the Court should require such proof, before a defendant could have the benefit of this law it would require him to show that he had no need of the protection of the statute, before he could be entitled to it. Such a construction would annul the act altogether, which was evidently intended to save the defendant from the difficulty, after such a length of time, of showing the validity of his tax title."
>
> Page 477 of the Opinion.

Other expressions in *Pillow vs. Roberts,* fully refuting the plaintiff's arguments, are the following:

> "Statutes of limitation are founded on sound policy. They are statutes of repose, and should not be evaded by a forced construction. The possession which is protected by them must be adverse and hostile to that of the true owner. *It is not necessary that he who claims their protection should have a good title,* OR ANY TITLE BUT POSSESSION."
>
> "Statutes of limitation would be of little use if they protected those only who could otherwise show an indefeasible title to the land. Hence, color of title, even under a void and worthless deed, has always been received as evidence that the person in possession claims for himself, and, of course, adversely to all the world."
>
> (P. 4, 79.)

This decision was expressly affirmed in the case of *Wright vs. Masterson,* 18 Howard 50, and has been followed by the decisions in our Supreme Court, quoted above.

The reasons for shielding a tax title with the statute of limitations are clearly set forth in the above decision. For, if persons buying at tax sale, intrenched behind the statute of limitations, should be able to prove the regularity of all the proceedings leading up to the sale, then the statute is a barren and fruitless piece of legislation. Every man knows that his property is subject to taxation, for every man is presumed to know the law. If he suffers the period to run, within which the statute gives him the right, either to redeem the land, or to annul the sale, he cannot complain. Innocent purchasers of the title, as we have in the case at bar, would be made to suffer for the laches of the owner, and both reason and policy dictate that the statute of repose should be construed in the interest of the tax purchaser rathe rthan in the interest of the tax debtor.

The learned counsel for the plaintiff treat the statute, or rather Article 233 of the Constitution, as one intended *to cure a defect* in a tax sale or *to validate the same.* This statute is "a statute of repose," and was intended to say to all persons seeking to annul any tax sale made thereunder, that they would have no right of action to inquire into the same after the lapse of three years from the date of the tax sale. In other words, "the road over which the plaintiff in this case seeks to travel is barricaded by the prescription invoked."

In such a case it is the duty of the Court to ascertain whether or not the prescription has accrued, and if so, it cannot do otherwise than enforce the limitation and deny the action. *Russell vs. Lang* (page 40).

In the case of *Leffingwell vs. Warren,* reported in 67 U. S., 2 Black, 599, the Supreme Court of the United States decided, among other things, that:

> "It was immaterial whether the sale and the deed be *void or valid.* It is sufficient that a sale has been made and the deed recorded, to bring the statute into activity, and, after the lapse of the period limited, to entitle the purchaser, and those claiming under him to its protection."

We take this quotation also from *Leffingwell vs. Warren*:

> "The lapse of time limited by such statutes not only bars the remedy, but it extinguishes the right and vests a perfect title in the adverse holder. 'It tolls the entry of the person having the right, and consequently, though the very right be in the defendant, yet he cannot justify ejecting the plaintiff.' "

To the same effect is an apt opinion reported in 115 U. S., *Campbell vs. Holt,* 623, in which the doctrine is laid down as follows:

> "The English and American statutes of limitations have in many cases the same effect, and, if there is any conflict on these on the subject, the weight of authority is in favor of the proposition that where one has had the peaceable, uninterrupted, open possession of real or personal property, with an assertion of his ownership for a period which, under the law,

would bar an action for its recovery by the real owner, the former has acquired good title—a title superior to that of the latter whose neglect to avail himself of his legal rights has lost him his title. The doctrine has been repeatedly asserted in this court."

Leffingwell vs. Warren, 2nd Black 599.
Croxall vs. Sheperd, 5 Wall, 288, 289.
Dickerson vs. Colgrove, 100 U. S. 578, 583.
Bicknell vs. Comstock, 1, 3 U. S. 149, 152.

Article 233 of the Constitution not only gives the holders of the tax title repose from any attack, but it takes from the original owner any right of action. So, it matters not what the defects in the tax title are, if the suit comes after three years.

"Statutes of limitations not only bar the remedy, but take away the legal right."

"Laws never deliberately take away all remedy without an intention to destroy the right. When all remedies are taken away after a specified period of neglect in asserting rights, and when this is done for promoting the best interests of society, the right is destroyed."

"If there be no remedy the law necessarily presumes a want of right." *Green vs. Biddell*, 8 Wheaton (U. S.), 1, 78.

"Without a remedy the contract may, in the sense of the law, be said not to exist." *Von Hoffman vs. Quincy*, 4 Wall. (U. S.), 535, 552.

"It is illogical to hold that the remedy may be destroyed and the legal right remain."

These auhorities are collated in A. & E. Enc. of Law, 1st Ed., Vol. 13, pages 703, 704, notes 1 and 4.

Whatever effect Article 233 has must be given to tax deeds executed before, as well as since, its adoption in 1898. It is no objection to it that it will operate here retrospectively.

Vance vs. Vance, 108 U. S. 514.
A. & E. Enc. of Law, 1st Ed., Vol. 25, page 740.
Wheeler vs. Jackson, 137 U. S. 245, 247.

But it cannot be denied that, when this suit was filed, the full prescription had accrued, both since the adoption of the Constitution of 1898 and the divestiture of whatever title the Government had.

In *Leffingwell vs. Warren,* the Court below instructed the jury as follows:

> "That the deed being *void,* neither it nor the subsequent possession under it, for three years after the recording thereof, is a bar to the plaintiff's recovery."

On appeal to the Supreme Court of the United States, the Court stated:

> "This was clearly an error. According to the rulings referred to, of the Supreme Court of the State, it is immaterial whether the sale and the deed be void or valid. It is sufficient that a sale has been made and the deed recorded—to bring the statute into activity—and after the lapse of the period limited, to entitle the purchaser and those claiming under him to its protection.
>
> "Statutes of limitation are now regarded favorably in all courts of justice. They are statutes of repose. Usually they are founded in a wise and salutary policy to promote the needs of justice. The equities in behalf of the plaintiff below are strong. We have all felt

their force. Without any fault on his part he has been deprived of the title to his land, but our duty is to apply the law—not to make it."

In Black on Titles, Sec. 805, page 644, we find the following:

"But if the tax deed, by reason of incurable defects, or because its recitals show a palpable illegality in the proceedings is void on its face, will it nevertheless serve as a color of title?"

Mr. Black finds that opinion is divided, and that, while in some States, a color of title will not, under a statute of limitation, bar an attack upon a deed void upon its face, he proceeds to cite the case of the statute of limitations in Wisconsin, where, he says:

"It is well settled that when the protection of the special statute of limitations is invoked, it is immaterial whether the tax deed be valid or void upon its face, or informal or defective in substance. It will in any event give color of title."

He says that this principle apparently has the sanction of the United States Supreme Court, quoting *Pillow vs. Roberts.*

On this point, Mr. Burroughs says:

"The question whether a void deed can be used to aid an actual adverse possession is one that has been much discussed. Such a possession, to the extent of actual occupation, cultivation and enclosure, the *pedis positio,* is protected without a deed, or any title paper,

and when a party has had such possession for the period limited, the defense is perfect within such limits. The only use to be made of a defective deed or other paper in such cases is to extend his possession to the limit set forth in the deed, beyond the mere *pedis positio*. The object of the statute of limitations, is to protect the actual settler, who in good faith improves the soil, by clearing, cultivation and occupancy, whether his titles are valid or not. If his title is valid he needs no aid from the statute. It is because of its defects that the statute exists, and it would seem but reasonable in promoting the object of such statutes, to quiet titles and protect the actual occupant, that the deed, though void, under which he claims, should be looked to to ascertain the limits of the boundary claimed, and to allow the actual possession, the *pedis positio*, to be extended to the limits set forth in the defective deed."

Burroughs on Taxation, page 343.

In Wisconsin, under a statute similar to Article 233 of our Constitution, it has been decided that a grantee under a tax deed, void on its face, is not within the statute of limitations, if the grantee is not in possession, but if in possession, the statute protects him. Cooley on Taxation, p. 550.

The same is held in the Arkansas and Michigan courts. Cooley, pp. 559, 560.

Cooley says that in Iowa the decisions under similar circumstances are to the same effect as the Wisconsin decisions. (P. 561.)

He also says that when a tax deed is made *prima facie* evidence of title, it amounts to a color of title. (P. 567.)

On page 557 he states that there are three cases affected by the statute of limitations:

1. When the owner remains in possession.
2. When the land is, and was, unoccupied.
3. When the tax purchaser enters and holds possession.

In the last case, he says there is no reason why the owner should not bring his action within the statutory period.

It will be seen from Cooley (page 560) that when the prescription has run when the purchaser is in possession, even though the deed is void on its face, the statute is a complete bar.

In Alabama the purpose of the statute is to give the tax purchaser a title, if in possession. *Id.*, p. 563.

Again, on page 564, he states that the statute is mandatory against the owner only when he is out of possession; because litigation does not lie with him, but with the tax purchaser.

In Colorado the statute does not run in favor of the purchaser out of possession when the deed is void on its face. *Id.*

In Iowa a deed void on its face gives color of title and is protected by the statute. *Id.*

Mr. Blackwell lays down the rule on this point as follows:

> "After a tax deed for the time fixed by the statute, all questions as to the regularity of the tax proceedings, except those which concern the power and jurisdiction of the taxing officers, or the fraud or misconduct of the parties, are set aside." Tax Titles, p. 646.

We quote what the following authorities have said concerning the general policy of these iron-clad statutes of prescription:

Mr. Blackwell says:

> "There must be a period fixed by positive law, within which a right shall be prosecuted in courts of justice. Public policy demands the enactment of such laws, and they are universally sanctioned by the practice of nations and the consent of mankind. Such laws have been emphatically and justly denominated statutes of repose. The best interests of society require that causes of action shall not be deferred in unreasonable length of time. This remark is peculiarly applicable to land titles." Blackwell, Tax Titles, p. 643.

Mr. Cooley says:

> "The statutes limiting a short time within which the owner of the original title shall contest the tax claim are supposed to be enacted in pursuance of a sovereign authority vested in the Legislature to fix a reasonable time within which a party shall be allowed to assert his rights by suit, or be debarred. The policy of such laws is unquestionable, and the power to enact them is undisputed."
>
> Cooley on Tax, p. 376.
> Judson on Taxation, p. 401.
> *Wheeler vs. Jackson*, 137 U. S. 245, 247.

The Supreme Court of the United States has said:

> "Prescription is a thing of policy, growing out of the experience of its necessity; and the time after which suits or actions shall be barred, has been, from a remote antiquity, fixed by every nation, in virtue of that sovereignty by which it exercises its legislation on all persons and property within its jurisdiction." *McElmoyle vs. Cohen*, 13 Peters 312.

The question of misdescription argued at such length in both courts by counsel of plaintiff is under the decisions quoted elesewhere, ante page ..... thereby set at rest. We contended then, as we do now, that to consider the same it would be to adopt a cause of nullity not contemplated by the framers of the article and excluded therefrom. But there is in this Honorable Court a better reason why this ground of attack cannot be entertained, and it is this:

The District Court decided that Henry Gellert, the adjudicatee, had gone into possession under his title (opinion, page 479 of printed record); and that the present defendants, who derived title under him, "had been in possession of the land for nearly twenty years." (Opinion, page 483, printed record.)

And the Supreme Court affirmed this statement, holding that:

> "Plaintiff contends that the property sold at the tax sale was not susceptible of identification, but as a fact Gellert did identify it as now shown by the patent, and took possession of it under color of title as owner. The present defendants seem to have been for a number of years in actual possession of nearly the whole of the tract, and though Gellert, the purchaser at the tax sale, did not enclose the entire property, he fenced a part and cultivated and used a part as a pasture. Possessing under a title, he had constructive possession of the whole. Corkran and his heirs had possession of no part of the tract."
>
> See opinion of the Supreme Court, printed at page 546.

Another fallacy plaintiff is laboring under, amounting almost to a delusion, is in supposing that there are different degrees of invalidity arising under tax titles. They have heretofore contended and argued, that, if the property sold for taxes at the time belonged to the United States, the nullity was of such overshadowing nature as to be beyond the reach of any curative statute, organic or otherwise. By way of a rejoinder, we quote the following passages from the opinion, *Chicago, etc., R. R. Co. vs. Allfree*, 64 Iowa, page 500, Northwestern Reporter, Vol. 20, p. 779:

> "2. The defendant interposes the statute of limitations as a bar to plaintiff's right to recover the land. Replying to this defense, the plaintiff insists that, as the title to the land was in the United States at the time of the inception and consummation of defendant's title, defendant cannot invoke the statute to protect his possession of the land. In support of this position, it is insisted that, as the government held the title, the tax proceedings and tax deeds were utterly void, and do not give color of title to defendant; and that he and his grantors held possession of the land as mere trespassers, and the law will presume that their possession was under and in subordination of the title, and not adverse thereto.
>
> "We will proceed to examine the question thus raised by plaintiff. A claim of color of title may be based upon void acts, proceedings, and deeds. They may have in law no effect; yet, being in the form which, in the absence of matters invalidating them, would render them of effect, they have the semblance of regularity which is sufficient to support the pretense that they confer title or right. The term 'color' means 'semblance,' 'show,' 'pretense,' 'appearance,' and im-

plies, in the language of the law, that the thing to which it is applied has not the real character imputed to it. Hence, to give 'color of title,' in pleading, is to allege a fictitious matter which gives the appearance of title, and is avoided by allegations setting up the real and valid title. So, in criminal law, the term 'color of title' implies 'a wrong committed by an officer under the pretended authority of his office.' Bouv. Dict.

"The term 'color of title,' used to designate a claim of title under which lands are held that will support the defense based upon the statute of limitations, implies that the title thus described is not valid, but is claimed to be by the party holding under it. Invalid titles are not distinguished by the consideration of the sources of reasons of their invalidity. If a title fails to confer the right of property upon the claimant it is invalid. If it be invalid because the grantor in the instrument had no title, or had no authority to convey the title, or for any other reason, it is void. In the case before us the tax deeds pretend to convey the title to the land in question; they fail to do so because the title of the land was in the United States. They are no more invalid, they are no more completely void, than tax deeds issued under any other circumstances which would be the ground of failure to pass the title. There are no degrees of invalidity of deeds. If they fail to convey title for any reason, they are all equally void as to their effect. It is true that a deed may be invalid because not of sufficient form, or because it was issued without authority, while another instrument may be invalid for the reason that the grantor did not hold the title.

"Here are different reasons for invalidity; not different degrees of invalidity. In neither case would the deed convey title, but in each would it constitute color of title. The cause of the invalidity of a deed may operate upon its effect beyond its insufficiency to convey

title. A deed executed by one competent to convey, but having no title, would pass no estate, yet would bind the grantor by its covenants. Yet, as instruments of conveyance, each would be equally invalid. The words 'void' and 'invalid,' as we here use them, refer to the effect of the deed as to the conveyance of title. The defendant and his grantor claim title under the tax deeds. They were invalid, void, on the ground that the officers of the county had no authority to convey the land, for the reason that it was not taxable. But their invalidity for this reason does not prevent them being regarded as the foundation for a pretense, show, appearance, color of title. Whatever may be the source of the invalidity of a deed, if it purports to convey land, and 'in form possess what purported to be the title, it gives color of title.' *Hall vs. Law*, 102 U. S. 461; *Rigor vs. Frye*, 62 Ill. 507; *Hinkly vs. Greene*, 52 Ill. 223; *Molton vs. Henderson*, 62 Ala. 426; *Edgerton vs. Bird*, 6 Wis. 527.

"This court has held that a tax deed void upon its face, constitutes color of title, upon which the statute of limitations may be invoked. *Colvin vs. McCune*, 39 Iowa, 502.

"3. It is argued that defendant cannot set up adverse possession based upon claims of right of color of title in this case, for the reason that when his title attached the lands had not been conveyed by the United States. It will be remembered that the land was certified to the plaintiff after the tax deeds were executed, but this was more than ten years prior to the expiration of the period required by the statute to bar an action for land. Upon the certification of the land, the government certainly was divested of the title. It is insisted that as the statute does not run against the government it cannot run against plaintiff. It may be observed that there is no provision of law declaring that a citizen cannot hold adversely to the government, or hold a color of title against it. It is true that a

citizen cannot invoke the statute of limitations against the government. But this does not authorize us to presume against facts that defendant did not hold the land adversely and under claim or color of title before the government certified the land to plaintiff. The truth is, he did so hold, but as against the government it would not avail as a defense. But there is no law which forbids a citizen to hold land in that way against the grantees of the government. When the certification of the land was made the statute began to run. The fact that defendant's prior possession could not have aided him to plead the statute against the government is no reason why he cannot plead his possession held after plaintiff acquired title. If defendant's possession began after plaintiff acquired title, it cannot be doubted he could do so. As against plaintiff's, defendant's possession did begin afterwards. As the statute has seen its full time since that event, the action is barred. See, upon this point, *La Frambois vs. Jackson*, 8 Cow. 589."

In conclusion, we reiterate now what we stated at the outset, and that is, that, in our opinion, this Honorable Court is clearly without jurisdiction. And we now propose to emphasize this statement by quoting from the opinions of the State Courts establishing beyond peradventure that no Federal question was decided by either tribunal; that both held that the title of the original owner of the land was extinguished at the time of suit, by an adverse possession under "color of right" for the length of time that would bar an action of ejectment; that these questions were of a purely State character; are completely adequate to sustain the decrees by said courts rendered—wholly independent of the Federal question—from which

it results no Federal question is presented for review.

Summing up, the District Judge decided:

> "The defendants are protected by the prescription of three years provided in Article 233 of the Constitution of 1898, as well as the prescription of three and five years pleaded.
>
> "For the foregoing reasons, and the law and the evidence being in favor of the defendants, it is therefore ordered, adjudged and decreed that there be judgment in favor of the defendants rejecting plaintiff's demand." (Printed record, page 483.)

And the Supreme Court decided:

> "plaintiff certainly had the right, even under their own theory, to attack defendants' tax title after February, 1897; having failed to institute their proceeding within the three years from the date of the adoption of the Constitution their right of action was forever barred. (*In re Lockhart*, 109 La. 739.)
>
> "We think that defendants have sustained their defense under both of the prescriptions invoked, that of ten years *acquirendi* cause and that of three years under Article 233 of the Constitution." (Printed record, page 546.)

Finally, we cannot better conclude this (perhaps) unnecessarily long brief than by quoting the closing paragraphs from the opinion of the Chief Justice of the State Supreme Court:

> "This case resembles in many of its features that of *Joplin vs. Chachere*. It is absolutely devoid of equity. Anthony Corkran died as far back as 1818, and the last we hear of him or his heirs until this suit was brought was in 1822. Some of the assignors of

the plaintiff are the great, great, great grandchildren of Anthony Corkran. None of the assignors knew him otherwise than by reputation. They were indifferent during this long interval of time to any rights they may have had in this land, and indifferent also to any duty connected with it as owners, and it was only after the property had acquired value from being ascertained to be in the recently discovered 'oil field' that they appear upon the scene, after being hunted up by a party in his own interest for a consideration, seeking to attack parties who have been in possession of the property for many years in good faith, and who had made valuable improvements upon it at great expense. The remarks we made in the *Joplin Case* from this standpoint find full application here.

"The judgment appealed from is correct, and it is hereby affirmed."

Respectfully submitted,

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JAMES H. McKENNEY,
Clerk

Supreme Court of the United States

OCTOBER TERM, 1905.

No. 22.

CORKRAN OIL AND DEVELOPMENT COMPANY,
PLAINTIFF IN ERROR,

versus

LAURENT ARNAUDET *ET ALS.*,
DEFENDANTS IN ERROR.

In Error to the Supreme Court of the State of Louisiana.

BRIEF OF DEFENDANTS, APPELLEES.

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May It Please the Court:

The following supplemental brief has been prepared with reference to an analysis of the case, which we believe to fairly state the issues, and which we submit, with the brief, to the consideration of the Court.

SYNOPSIS OF THE CORKRAN CASE.

The Federal question: Was the Corkran land the property of the United States in 1882, and for that reason non-taxable by the State of Louisiana?

I. Before reaching that question, it will be found that the State Court has decided that the three-year prescription of Article 233 of the Louisiana Constitution has run against the plaintiff in error since the alleged severance from the public domain in 1897. This is a non-Federal ground, broad enough to sustain the judgment of the State Court, and the Supreme Court of the United States is without jurisdiction.

II. Again before reaching the question of the taxability of the property, it will be found that the State Court has maintained another plea of prescription, that of ten years, based upon Article 3478 of the Civil Code of Louisiana. Ten years had not run, between the filing of the suit and the date of the alleged severance in 1897; but it was decided by the State Court that the Act of Congress confirming the Corkran title authorized the prescription to be set up, notwithstanding the alleged existence of title in the United States up to 1897. The question then arises, Did the Act of Congress permit prescription to be applied? If so, no further Federal progress can be made, and there remains in this Court no jurisdiction to review the other issues in the case.

III. The Corkran land was taxable by the State in 1882 if Corkran or his heirs then held complete equitable

title thereto; hence the question arises, Must the Act of Congress of February 10, 1897, be construed as confirming a prior equitable title, or as creating *de novo* in favor of Corkran an entirely new title?

IV. In determining the status of the equitable title, prior to confirmation, the question also arises, Did not the Act of Congress provide that the confirmation was in favor of the "true and lawful owners of the property under the laws of Louisiana, including the laws of prescription," and is not the question of title thereby made to depend upon the State laws, and so referred to the exclusive cognizance of the State Court?

V. If the question of title is reviewable here, the merits of the case then present three questions:

1. Does it sufficiently appear that Anthony Corkran was the equitable owner of the land prior to the confirmation in 1897?

2. Was the tax deed executed in 1882 to the author of defendants a good and valid title translative of property?

3. Was the tax deed such color of title as to support the prescription of three and ten years?

The order in which the issues of the case appear in the foregoing analysis will be followed in this brief.

I. The Non-Federal Issue of the Prescription of Three Years.

The severance of the property in controversy from the public domain is alleged by the plaintiff in error to have taken place in 1897. The suit was filed in 1901.

The Supreme Court of Louisiana decided that the title set up by the defendants in error was protected from attack herein by the prescription of three years under Article 233 of the Constitution of the State.

The grounds upon which the plaintiff in error resisted the application of this prescription are altogether local. They are the following:

1. That the tax-sale was void, for want of description, and hence incurable by any prescription. This involves nothing Federal. In argument *here*, it is said that to uphold such a sale, aided by prescription, is to take property without due process of law, but the point was not made in the record.

2. That the tax-sale was void, for want of jurisdiction in the tax authorities to assess public property; but the prescription in favor of the tax-deed did not run while the property is alleged to have been public, and its running since is clearly a matter for the State Courts.

3. That the Act of Congress permitting prescription to be relied on by claimants in possession, notwithstanding any apparent equitable title in the United States, does not also provide that a statute of limitations may be relied on; and it is alleged that the three-year prescription is not properly such, but a statute of limitations, not pleadable under the Act. This argument presupposes that the three-year prescription is made an available defense only by the Act of Congress; whereas it is evident that the prescription, having commenced after the alleged severance, does

not need the sanction of the Act. Besides, this question was not raised in the State Court, and has only been developed since the case was lodged here.

The general principle which deprives this Court of jurisdiction, and cuts off any further investigation into this case, after ascertaining that a State prescription was upheld in the Supreme Court of Louisiana, is that before it can be said that any right or title under a statute of the United States has been denied, it is necessary to overcome the judgment of the State Court upon a question of local or State law.

To do this, the Supreme Court of the United States has no jurisdiction under the 25th Section of the Judiciary Act. *Poppe vs. Langford,* 104 U. S. 770; *Johnson vs. Risk,* 137 U. S. 309; and *Lyttle vs. Arkansas,* 22 How. 193, cited in the original brief for the defendants in error, bear directly upon the point, and ought to be conclusive thereupon; but neither in that brief, nor in this, can we pretend that the authorities have been exhausted.

In dismissing the writ of error in *Telluride Power Trans. Co. vs. Rio Grande Western R. R.,* 175 U. S. 639, this Court said, through Mr. Justice Brown:

> "But the difficulty in this case is that, before it could be said that any right or title under a statute of the United States had been denied, it was necessary to establish as a question of fact priority of possession on the part of the Telluride Company, as well as conformity to local customs, laws and decisions. These were local, and not Federal, questions. The jurisdiction of this Court in this class of cases does not extend

to questions of fact or of local law, which are merely preliminary to, or the possible basis of, a Federal question."

In reviewing the authorities on this point, the Court said:

"It is quite evident that these findings involved either questions of fact or questions of local law, and that while the finding of the ultimate fact of prior possession may possibly have been a legal conclusion, it was not a Federal question. In this particular the case is covered by *Eilers vs. Boatman,* 111 U. S. 356 (4 Sup. Ct. Rep. 432), which was an action for the settlement of adverse claims to mineral lands. The case turned upon the priority of location, which the Court held was a matter of fact, although the Court below called it a conclusion of law.

"The case under consideration in its material aspects resembles that of *Bushnell vs. Crooke Min. & Smelting Co.,* 148 U. S. 682 (13 Sup. Ct. Rep. 771), which was an action of ejectment growing out of conflicting and interfering locations of mining claims. As stated by Mr. Justice Jackson, 'the question presented on the trial of the controversy, under the pleadings, was purely one of fact, and had reference to the true direction which the Monitor lode or vein took after encountering a fault, or obstruction, or interruption, at a point south of the discovery shaft sunk thereon. * * * After the decision had been rendered by the Supreme Court of the State a petition for rehearing was presented by the plaintiffs in error, which, for the first time, sought to present a question whether Section 2322 of the Revised Statutes of the United States gave to the appellants "the exclusive right of possession" and enjoyment of all other veins or lodes having their apexes within the Monitor's surface ground.' The Court held it to be plainly manifest that neither the

pleadings nor the instructions given and refused present any Federal question, and an examination of the opinion of the Supreme Court affirming the action of the trial court as to instructions given, as well as its refusal to give instructions asked by the defendants below, fail to disclose the presence of any Federal question." In this connection, Mr. Justice Jackson quotes the remark of the Chief Justice in *Cook County vs. Calumet & C. Canal & Dock Co.*, 138 U. S. 635, 653 ((11 Sup. Ct. Rep. 435): 'The validity of a statute is not drawn into question every time rights claimed under such statute are controverted, nor is the validity of an authority every time an act done by such authority is disputed.' See also *Doe ex. dem. Barbarie vs. Mobile*, 9 How. 451."

In *Telluride Power Trans. Co. vs. Rio Grande Western R. R.*, 187 U. S. 569, the same question came up, and it was again decided, through Mr. Justice McKenna, that:

"Findings of fact or questions of local law upon which depends a party's right, under United States Revised Statutes, No. 2339 (U. S. Comp. Stat. 1901, p. 1437), to the protection of vested water rights, are not reviewable in the Supreme Court of the United States on writ of error to a State Court."

The case is briefly stated in the following quotation:

"The whole controversy was and is as to the right to occupy Provo Cañon, the defendants in error claiming that right for a railroad, the plaintiffs in error claiming that right for a reservoir site, and this latter right plaintiffs in error claimed and claims under No. 2339 of the Revised Statutes of the United States (U. S. Comp. Stat. 1901, p. 1437). That section was and is their reliance. They say in their brief that they 'do

not claim to hold the land in controversy' under the alleged contract with Ferguson.

"They claim to have obtained title to it under No. 2339 of the Revised Statutes of the United States by entering upon it and appropriating it as a reservoir site, and this contract (the contract with Ferguson) only amounted to a waiver of Ferguson's rights as a squatter in favor of plaintiffs in error.

"But their rights under that section depended upon questions of fact and questions of local law. The questions of fact were found against plaintiffs in error, and the questions of local law we cannot review."

Dibble vs. Bellingham Bay Land Co., 163 U. S. 63, is in no way distinguishable from the case at bar. It was there urged upon the Court that, in sustaining title to real estate, the validity of a State law was drawn in question in the Supreme Court of the State of Washington, as contrary to the Federal Constitution, and its validity sustained, but the Court dismissed the writ of error because the State decision rested on the ground that the defendants in error had made good their title by prescription. Moreover, the title in question was attacked as void, and it was pressed upon the Court, as in the present case, that a void deed was not sufficient to set the statute of limitations in motion. It was held that the State Courts could properly decide that in such a case the statute of limitations was set in motion when the right accrued and was not postponed to the issue of the patent.

The question here is not one of the correctness of the State decision brought up by the writ, but of jurisdiction in this

Court to review the case, when it has no Federal characteristics necessary to its determination. *Burgess vs. Gray*, 16 How. 48; *Oaksmith vs. Johnson*, 92 U. S. 343; *Gibson vs. Choteau*, 13 Wall.; *Moore vs. Brown*, 11 How. 414, and *Redfield vs. Parks*, 132 U. S. 239, are cited by the plaintiff in error as conclusive on the proposition that a void tax-deed is incurable by any prescription, but that concerns the merits of the question of prescription. This Court must first acquire jurisdiction over the question before passing on it; and that it cannot do with no Federal aspects to the question of prescription.

None of the above cases have the remotest bearing upon the present issue, for in none of them did the question of jurisdiction arise. All of them, except *Gibson vs. Choteau*, 13 Wall. 92, were cases on appeal from the United States Circuit Court; hence, their inapplicability upon the question of the extent of jurisdiction to review the judgment of a State Court; and in *Gibson vs. Choteau*, which did come from a State Supreme Court, a State prescription had been enforced as commencing to run before the severance of the title in controversy from the United States. The issue in the *Gibson case* is thus plainly a Federal one, while here nothing could be more essentially a question of State and local law than the application of the three-year prescription of Article 233 of the Constitution after the land was severed finally from the public domain.

The Federal question must be considered as not decided when a question of State law intervenes, and is decisive of

the case. To give jurisdiction, the Federal question must be necessary to the judgment or decree complained of.

Detroit R. R. vs. Guithard, 114 U. S. 133.
Choteau vs. Gibson, 111 U. S. 200.
State vs. Board of Liquidation, 98 U. S. 140.
McManus vs. O'Sullivan, 9 U. S. 578.
Murdock vs. Memphis, 20 Wall. 590.
Adams vs. Burlington R. R., 112 U. S. 127.
Chapman vs. Goodwin, 123 U. S. 548.
Brooks vs. Missouri, 124 U. S. 400.
N. O. Water Works vs. Louisiana Sugar Co., 125 U. S. 29.
DeSausure vs. Gaillard, 127 U. S. 234.
Israel vs. Arthur, 152 U. S. 262.
Wailes vs. Smith, 157 U. S. 276.
Hale vs. Akers, 132 U. S. 565.
San Francisco vs. Strell, 133 U. S. 567.

II. In saying that Prescription could run against any Apparent Title of the United States, according to the Laws of Louisiana, did not Congress remove the bar which might have existed against the Ten-Year Prescription?

The tax-sale to Henry Gellert, the author of the defendants in error, took place in 1882. The Supreme Court of Louisiana applied in favor of this title the prescription of ten years, although ten years had not elapsed from the alleged severance of the land from the public domain in 1897 to the filing of the suit in 1901.

The following clause in the Act of February 10, 1897, relates to prescription:

> "The true intent of this Act being to relinquish and abandon, grant, give and concede any and all rights,

> interest and estate, in law or equity, which the United States is or is supposed to be entitled to in said lands, in favor of all persons, estates, firms or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription, in the absence of the said interest and estate of the United States."

It is submitted that in view of the withdrawal by the Government of the objection, which it alone could urge, to prescription, the applicability of the ten-year prescription must be considered a question of exclusive State import, to review which this Court is without jurisdiction. If State prescription is pleadable, how else can it be passed upon but by the State Courts? How can a question of prescription take on a Federal character from the circumstance that the United States has stepped out of the case, and disclaimed interest? If, by disclaiming interest, and permitting prescription, the United States has made the question of prescription a Federal one, the Act must have intended its effect to be contrary to its language, for it is clearly the sincere purpose of the language quoted for the United States to wash its hands of the whole matter.

It is laid down in *United States vs. DesMoines*, 142 U. S. 510, that:

> "It appearing that the United States is only a nominal party, whose aid is sought to destroy the title of the Navigation Company and its grantees, in order to enable settlers to protect their titles, initiated by settlement and occupancy, the Court holds the case of *United States vs. Beebe*, 127 U. S. 338, to be applicable, where it was held that when a suit is brought in the

> name of the United States to enforce the rights of individuals, and no interest of the Government is involved, the defense of laches and limitations will be sustained, as though the Government were out of the case."

If the above rule be proper in cases where Congress has entered no formal disclaimer, *a fortiori* ought it to be enforced where Congress has declared that the United States has no rights, and has renounced and waived any it may be supposed to have.

Clearly, in withdrawing its Federal prerogative of causing prescription to stand still, the United States took away the one Federal element which might have subjected a State decision upon the question of prescription to review; and what has been said concerning the want of jurisdiction to review the judgment maintaining the three-year prescription is also applicable here.

Inasmuch as it is denied that the Act of Congress authorizes such treatment of the question of prescription, it might appear that upon that ground a Federal question exists; but it is not raising a Federal question to impute a certain meaning to an Act of Congress when it says just the opposite. In *Millinger vs. Hartupee,* 6 Wall. 258, the Court, through Chief Justice Chase, said on that subject:

> "The twenty-fifth section of the Judiciary Act does not give jurisdiction to this Court in cases of decisions by the Courts of a State against *mere assertions* of an exercise of authority under the United States.
>
> "Hence, where a party claims authority under an order of a Court of the United States, which, when rightly viewed, does not purport to confer any authority upon him, the writ will be dismissed.

"2. And it will be dismissed on motion, and apart from a consideration of merits, when the single question is, not the validity of the authority, but its existence, and the Court is fully satisfied that there was and could have been no decision by the State Court against any authority under the United States existing in fact."

In *Hamblin vs. Western Land Company*, 147 U. S. 532, Mr. Justice Brewer, for the Court, said:

"A real, and not a fictitious, Federal question is essential to the jurisdiction of this Court over the judgments of State Courts. *Millingar vs. Hartupee*, 5 Wall. 258; *New Orleans vs. New Orleans Water Works Co.*, 142 U. S. 79, 87. In the latter case it was said that 'the bare averment of a Federal question is not in all cases sufficient. It must not be wholly without foundation. There must be at least color of ground for such averment, otherwise a Federal question might be set up in almost any case, and the jurisdiction of this Court invoked simply for the purpose of delay.'

"Now, in ordinary cases, it would not be doubted that a party entering upon vacant land, the title to which had been conveyed from the General Government by patent to an individual, could not create a Federal question such as to give this Court jurisdiction over the judgment of the highest court of the State, by simply averring that such possession was taken with a view of entering the land under the homestead laws of the United States, and that he went through the form of making application to the local land office for permission to make such entry; for if he could, as is suggested in the foregoing quotation from 142 U. S., almost any case in ejectment could be taken from the Supreme Court of a State to this. In order that such claim of the party in possession may raise a genuine Federal question, there must be some

reason to believe that the apparent legal title transferred by the patent from the United States was wrongfully conveyed, and that the real title in fact remains in the Government; and whether there be such shadow upon the legal title of the Land Company, that the denial of Hamblin's right to enter the land as a homestead presents a genuine, rather than a fictitious, Federal question, is a doubtful matter. We must therefore investigate not merely the instruments by which the legal title passed to the Land Company, but the legislation and proceedings claimed to give authority therefor."

These authorities were followed and quoted in *Wilson vs. North Carolina*, 169 U. S. 592.

The Act of Congress expressly declares that prescription may be pleaded by individuals claiming this land; and it cannot be a genuine Federal question for the plaintiff in error to set up that the Act contains no such declaration, and that the prescription has been applied by the State Court, in violation of the Act.

III. Did the Act of Congress confirm Anthony Corkran's Equitable Title, or create for him a New Title, de novo?

In case jurisdiction is assumed by this Court, and the questions of prescription are reopened, the next inquiry will be as to the correctness, on its merits, of the judgment upholding the pleas of prescription; but the precise status of the rights involved would first require examination; hence, we take up the question of the nature of Anthony Corkran's title.

The Act of February 10, 1897, reads as follows:

"An Act to Quiet Title and Possession with Respect to Certain Unconfirmed and Located Private Land Claims in the State of Louisiana.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That all the rights, title and interest of the United States in and to the lands situate in the State of Louisiana known as the located but unconfirmed private land claims therein, aggregating about eighty thousand acres, and specifically described in the list of tabular statement accompanying the report, dated February nineteenth, eighteen hundred and eighty, made by the Surveyor General of Louisiana to the Commissioner of the General Land Office, under a resolution of the United States Senate of December second, eighteen hundred and seventy-nine, and which report and list were communicated to the Senate by the Secretary of the Interior of March eighth, eighteen hundred and eighty, as Senate executive document numbered one hundred and eleven, Forty-sixth Congress, second session, shall be, and the same are hereby directed to be granted, released and relinquished by the United States in fee simple to the respective owners of the equitable interest thereto, and to their respective heirs and assigns forever, as fully and completely in every respect whatever as could be done by patents issued therefor according to law.

"SEC. 2. That nothing contained in this article shall in any manner abridge, divest, impair, injure or prejudice any valid right, title, or interest of any person or persons in or to any portion or part of the lands mentioned in said first section, the true intent of this Act being to relinquish and abandon, grant, give, concede any and all right, interest and estate in law or equity which the United States is or is supposed to be entitled to in said lands, in favor of all persons, estates, firms or corporations who would be the true and lawful

owners of the same under the laws of Louisiana, including the laws of prescription, in the absence of the said interest and estate of the United States.

"SEC. 3. That the Department of the Interior shall cause patents to issue for such lands, and such patents shall issue in the name of the original claimant as appears in the list of schedule aforesaid, and when issued shall be held to be for the use and benefit of the true and lawful owners, as provided in sections one and two of the Act."

(U. S. Statutes at Large, Vol. 29, p. 517.)

It is clear, from the unmistakable language of the Act, that no grant *de novo* was contemplated, and that the intention was to dispense with proof of the prior existence of the equitable title of Anthony Corkran, and of the other confirmees. That intention is made still more manifest, if that be possible, by considering the circumstances of the confirmation. That such considerations are material appears from the case of *Shaw vs. Kellogg*, 170 U. S. 313, where Mr. Justice Brewer, as organ of the Court, said:

"In examining these contentions, it is well to consider first the Act of Congress of June 21, 1860, and the circumstances under which it was passed. For, as said in *Winona & St. Paul Railway Co. vs. Barney*, 113 U. S. 618, 625, in reference to legislative grants, 'they are to receive such a construction as will carry out the intent of Congress, however difficult it might be to give full effect to the language used, if the grants were by instruments of private conveyance. To ascertain the intent we must look to the condition of the country when the Acts were passed, as well as to the purpose declared on their face, and read all parts of them together.'"

The Act of February 10, 1897, was passed in pursuance of the report and recommendation of O. H. Bristow, the Surveyor General of Louisiana, printed as Senate Executive Document No. 111, Forty-sixth Congress, second session. This report is in evidence, and a reading of it will leave no doubt that the property was recognized as belonging to the claimants, long prior to the confirmation, and as constituting an important part of the taxable wealth of Louisiana. The report opens with the statement that the claimants could not be brought to understand the necessity of proving up their titles under the several statutes for that purpose, owing to their deep-seated and traditionary belief that their ownership was secure:

> "Ever since the province of Louisiana was acquired from France by the treaty of 30th April, 1803, the United States have earnestly and patiently sought by every proper expedient to induce persons claiming property in lands by virtue of grant, concession, order of survey, permission to settle, or any other authority whatsoever derived from foreign sovereigns, to make known their claims to the new government, in order that their lands might be distinguished from the mass of the vacant domain which had vested in that new government by the treaty, and which policy and necessity demanded should be surveyed, brought into market, and speedily sold to reimburse the price paid by the United States for the province. In practically carrying out this obvious and just design many Acts were passed, beginning with that of March 2, 1805, and finally ending with the Act now under consideration. They are very numerous, and for the most part have long since been repealed, have expired by limitation, or have become obsolete; some of them applied only to

particular districts, others to the whole State; some were of short duration, others were more extended, while others still revived, re-enacted, explained or modified those preceding; some provided boards of commissioners, with deputy commissioners, before whom claims were to be presented, while others, and the larger number, made the registers and receivers for the established land districts *ex officio* commissioners for receiving and reporting on the claims; some conferred ample, others limited, powers upon the commissioners, and all denounced severe penalties from time to time against those who failed to present their claims. The old inhabitants, many of them ignorant of the laws, land system and policy of the new sovereign, and often ignorant, too, of the very language in which it was sought to acquaint them with the changed condition of affairs, manifested reluctances in coming forward, exhibiting, recording and proving *titles they and their ancestors had held under immemorially,* and in general complying with the unusual yet necessary requirements of the law. In the previous changes of sovereignty in the province nothing of the kind had ever been required of them, and they have remained unmolested and in peaceable possession of their estates by each succeeding sovereign.

"They remembered or knew the fact that when, in 1762, the ancient province of Louisiana was dismembered and their portion was ceded by France to Spain, no requirements whatever were imposed upon them in reference to their lands or titles; but that, on the contrary, the only part of the secret proceedings by which they were handed from one master to another which was revealed to them was the assurance in the very words of their King, 'That they may be confirmed in the ownership of their property according to the grants which may have been made to them by the Governors and Ordonateurs of the colony, and that the said grants be considered, reported and confirmed by

His Catholic Majesty, although they might not have been confirmed by me.' (White's Recop. 2, 536.)

"They remembered, too, the then very recent transfer of themselves and country from Spain to their former sovereign, the King of France, by the Treaty of San Ildefonso of October 1, 1800, in which no duty or requirement had been imposed upon them in relation to their estates, but that, on the contrary, they had been publicly assured by DeCasacalvo and Salcedo, when, as Commissioners of the King of Spain, they redelivered to the province of France, 'that the inhabitants should be maintained and protected in the peaceful possession of their property; that all grants and property of whatever description, derived from the Governors of these provinces, should be confirmed to them, although not confirmed by His Majesty.' (*Ibid.*, p. 194.)

"With such precedents and traditions, and with the plain obligations of the treaty of 30th April, 1803, protecting them, ignorant as they were of the necessity which required prompt obedience to the law, viz., that the new sovereign might reverse the policy of every former sovereign and sell the domain for profit, we cannot wonder that so many of the old inhabitants stood upon their ancient possessions, their complete titles which had never been questioned, their treaty guaranties which were too plain for doubt, and refused to undergo the expense and trouble of filing and recording their titles with the Board of Commissioners."

Not only does the Surveyor General say that these claimants had reason to believe they could not be disturbed in their rights, but he adds that appearances indicated they held under lawful title:

"They form links in the regular Spanish or French surveys, and show very clearly from their conformity

with the uniform rules relative to the calls for either distances, front, depth, quantity and other calls of the confirmed adjacent titles, that the original locations were by due authority."

He goes further, and shows that not only are equitable titles in existence, but that some of them have been already confirmed:

"Some claims which had always been treated by this office, the land offices, and the Department, as unconfirmed, and so shown upon the township maps, have by such examinations been found to be confirmed, and patents have issued; *and the inference is just that similar researches might reveal a few other confirmations not now supposed to exist.* That these claims are regarded as unconfirmed by the United States is a fact that very few land owners have ever become acquainted with. It is known to this office that many of the most intelligent and wealthy of our citizens are totally ignorant of the fact that their plantations and homes are on lands marked on our records 'No confirmation found.'"

On the same subject, he says in his second report:

"We know that examination and research develop such title in many cases, and that in *all the sovereign impliedly admits its existence by non-claim and indifference.* Indeed, if the strict principles of law applicable to royal lands in England, immemorially enjoyed and occupied in opposition to the Crown, should by our Courts be applied to the class of lands under consideration, it may safely be assumed that the ancient and continued occupation and enjoyment of these lands in a public and unequivocal manner, with the full knowledge and sufferance of the sovereign, would afford judicial proof to the existence of grants good against the United States, but lost through lapse of time."

That the claimants had title, and that the United States, having none, was entirely without interest, is testified by every investigator. Mr. Lacey, in reporting to the House from the Committee on Public Lands the bill which became the Act of February 10, 1897, says:

> "There are various tracts of land in the State of Louisiana, covering in the aggregate about 80,000 acres, involved in this bill. Most of this land is in small tracts, averaging between 200 and 300 acres each, and is under cultivation, *and has been occupied under claim of title for generations, going back to the French occupancy.*"
>
> (House Report No. 2622, Fifty-fourth Congress, second session.)

In moving the passage of the bill in the Senate, and referring to the land, Mr. Blanchard said:

> "The United States make no claim whatever to it."
>
> (Congressional Record, Fifty-fourth Congress, second session, p. 192.)

An examination of the list of claims embraced within the report shows that 5727.05 acres out of the 80,000 affected by the Act are situated in the City of New Orleans, and its immediate environs, and that 3539.16 acres of the land were situated within the city limits as existing when the report was made, in 1874. In the City of Baton Rouge, the capital of the State, are situated 843.05 acres of the land. The rest of it comprises valuable plantations on the banks of the Mississippi, the Teche, the Lafourche, and the Vermilion, and the names indicate that the properties con-

firmed are the homes of the earliest families in Louisiana, as the list contains the names Villere, Derbigny, Destrehan, Poydras, McDonogh, Declouet, Fuselier and Dauphin, which have become identified with the history of Louisiana.

It is not conceivable that Congress should have intended to validate the unquestioned titles to this vast property in such a way as to retroactively exempt it from its legitimate share of State taxation.

> "He who has the right to property, and is not excluded from its enjoyment, shall not be permitted to use the legal title of the government to avoid his just share of State taxation."
>
> *Wisconsin Central R. R. vs. Price,* 133 U. S. 496.

It has long been settled that land to which the claims or rights of individuals have attached is not public, and is taxable by the State, although the legal title still remains in the United States, and may continue there through the happening of one of the contingencies which would defeat the inchoate title (*Burdon vs. Northern Pacific R. R.,* 146 U. S. 535; *Wilcox vs. Jackson,* 13 Pet. 498; *McShane vs. Railroad Co.,* 26 Wall. 244; *Witherspoon vs. Duncan,* 4 Wall. 210; *Carroll vs. Safford,* 2 How. 441; *Maish vs. Arizona,* 164 U. S. 599; *Joplin vs. Chachere,* 192 U. S. 94); and it must be presumed that Congress had in mind this rule when it surrendered title to Corkran, and substantially coupled with it the declaration that the land had always been his.

That the United States had no such interest in the lands as would confer upon them exemption from taxation, is

rendered very clear by a consideration of the similar cases of *Adams vs. Norris,* 103 U. S. 591, and *Wirth vs. Branson,* 98 U. S. 118, in the former of which it was said:

> "But the United States, in dealing with parties claiming, under Mexican grants, and within the territory ceded by the treaty of Mexico, never made pretense that it was the owner of them. When, therefore, guided by the action of the tribunals established to pass upon the validity of these alleged grants, the government issued a patent, it was in the nature of a quit-claim—an admission that the rightful ownership had never been in the United States, but had passed at the time of the cession to the claimant, or to those under whom he claimed. This principle has been more than clearly announced in this Court. The leading cases are *Beard vs. Federy,* 3 Wall. 478; *Henshaw vs. Bissell,* 18 *id.* 255; *Miller vs. Dale,* 92 U. S. 473."

In the *Wirth case* also, the taxability of such property appears from the following expression fixing its status:

> "A party who has complied with all the terms and conditions which entitle him to a patent for a particular tract of land, acquires a vested interest therein, and is to be regarded as the equitable owner thereof."

Corkran had complied with all the terms and conditions which entitled him to a patent. His interest was vested; he was the equitable owner, and in recognition thereof, a patent was issued to him under the Act of February 10, 1897, without exacting any condition, or impoisng any ceremony or burden upon him. Most of the 288 claimants to whom the United States executed its quit-claim in 1897 did not even know, according to the Bristow report, that

the government might have set up title to their property. They date back to the Spanish and French occupations. Under Spain, verbal grants were common; and under both governments, the system of registry was lax and imperfect. In *Soulard vs. United States*, 4 Peters 511, Chief Justice Marshall observed, for the Court:

> "When Louisiana was transferred to the United States, very few titles to lands, in the upper part of that province especially, were complete. The practice seems to have prevailed for the deputy governor, sometimes the commandants of posts, to place individuals in possession of small tracts, and to protect that possession without further proceeding."

The Spanish appear to have been careless in the matter of titles. They had no general system of records for Louisiana, but the Americans did not improve upon their administration, as it has been established that the most important of such Spanish archives as did exist were burned in American custody during the closing year of the Civil War. In the case of *Smythe vs. New Orleans Canal & Banking Company*, 93 F. 899, C. C. A., it was necessary to prove a French grant of land in Louisiana which dated back to 1757, and there was offered in evidence, from the proper custody, a number of sheets from a record book, of an ancient appearance, whose edges and corners had been burned, bearing watermarks and stains, and containing in scarcely legible French writing data relating to land grants. The Court found that eight such registers had been in existence, and that the remnants introduced in

evidence were all that was left of them. We quote from the syllabus of the case:

> "It was shown historically that there existed as a part of the Spanish archives of the province of Louisiana a series of books called 'Registers of Grants,' containing records of grants or concessions of lands in the province by both the Spanish and French authorities, and that such books on the cession of the territory were transferred to the authorities of the United States, and subsequently became, and were made by law, a part of the records of the land office at New Orleans, and that there was a fire in such land office in 1865, in which the greater part of the records were destroyed, and the remainder damaged by fire and water."

In the American State Papers, Gales & Seaton, Vol. 1, p. 250, is a resolution of one of the early Louisiana Legislatures, memorializing Congress for the very relief granted in the Act of 1897, on the same grounds as those set up in Bristow report, that the settlers and owners of the land were without any record evidence of their titles.

It is a part of the history of Louisiana that Spanish settlers were not required to exhibit written grants; and the United States Statutes adopted for the government of Louisiana, after the acquisition from France, bear the imprint of this loose Spanish usage.

In Section 14, Acts of 1804, Statutes at Large, Vol. 2, it is provided that settlements made agreeably to the laws, customs and usages of Spain shall not be null and void in Louisiana, but by the same section it is made a felony to thereafter settle on lands of the United States. By Section

2, Act March 2, 1805, Chap. 26, Statutes at Large, Vol. 2, all lands actually inhabited prior to December 30, 1803, *under the customs of Spain*, were confirmed to the settlers.

These statutes were enacted in execution of the treaty of April 30, 1803, with France, protecting all French subjects in their property. The treaty itself was a sufficient protection, without legislative confirmation of titles, for it operated as a present, perfect and absolute confirmation of all the grants which come within its provisions. *United States vs. Perchman*, 7 Pet. 89; *Garcia vs. Lee*, 12 Pet. 519, overruling *Foster vs. Neilson*, 2 Pet. 253.

The sacredness of property rights was provided for in the third article of the treaty, which we quote:

> "The inhabitants of the ceded territory shall be incorporated in the Union of the United States, and admitted as soon as possible, according to the principles of the Federal Constitution, to the enjoyment of all rights, advantages and immunities of citizens of the United States; and in the meantime they shall be maintained and protected in the free enjoyment of their liberty, property and the religion which they profess." (8 Statutes at Large, 202.)

It is taken for granted by Mr. Bristow, in the report upon which Congress acted when it confirmed these titles, that the 288 claims originated during the French or Spanish dominion. He expressly says that the claims were protected by the treaty with France:

> "With such precedents and traditions, and with the plain obligations of the treaty of 30th April, 1803, protecting them, ignorant as they were of the necessity

which required prompt obedience to the law, viz.: that the new sovereign might reverse the policy of every other former sovereign and sell the domain for profit, we cannot wonder that so many of the old inhabitants stood upon their ancient possessions, *their complete titles*, which had never been questioned; *their treaty guarantees, which were too plain for doubt*, and refused to undergo the expense and trouble of filing and recording their titles with the boards of commissioners. * * * It is cruel folly to try to alarm such people about such land and teach them the stern necessity of expensive and tedious proceedings in the United States Courts or before the United States Land Commissioners in order to have their titles to their homes secured against the entry of the speculator or the homestead settlement of the emigrant. They point you to their often unbroken chain of title, *extending back to the days of the Spanish, and even the French dominion, or appeal to their ancestors and their own quiet and undisputed possession extending back perhaps a century*, and they cannot be persuaded that a just and free government, which is giving away its land by millions annually will *rob them of their homes* to give them to others. It may be said that the law has been very liberal; that every title of any merit brought to the notice of the government has been confirmed; that finally the courts themselves have been thrown open by the Act of 1860, and equitable powers given, in order that titles possessing the slightest merit might be protected; that it is time now to take action by the surveying and Land Department, and bring this long-pending and vexatious subject to a close, and that it is fair to presume, after so great a lapse of time and so many opportunities neglected, that the claimants really have no titles and never had any, or else they would have exhibited them and secured their confirmation by the government. But there are a great many answers to these reflections."

In stating the case for the heirs of Corkran, the petition itself could not avoid the admission that the land was claimed by Corkran during his lifetime, and was inherited by his heirs at his death as private property. The plaintiffs open their case with this allegation:

> "*That said land was claimed by Anthony Corkran* (otherwise spelt 'Cockran') during his lifetime, and *after his death was claimed by his heirs* and legal representatives hereinafter mentioned, and said claim known as the 'Corkran grant' was finally confirmed to the heirs and legal representatives of said Anthony Corkran by private Act of Congress."
>
> (Petition of Plaintiff in Error, page 1 of Record.)

The further allegation that Corkran had an interest in the property, heritable by his children, is very much in line with the findings in the Bristow report:

> "The said Anthony Corkran was legally married to Margaret Watson, and the below-named heirs are the children and issue of the said marriage; that said Anthony Corkran died in or about the year 1819, and his succession was duly opened in St. Landry Parish, where he resided and where the above property was situated at that time. That his said wife died some years after said date, and the following children survived them, and both dying intestate, *inherited their property and estate by law, including the land hereinabove described.*"
>
> (Petition of Plaintiff in Error, page 4 of Record.)

These allegations are irreconcilable with the position now assumed, that Corkran had not a confirmable interest in the property prior to 1897. They contradict the

assertion that the Act of Congress created Corkran's rights, *ab initio,* and declare that Corkran's rights in the land constituted "property" before his death. If it was his "property," inherited by his heirs, it was not the government's. Being private property, its exemption from taxation can rest on no solid foundation, or reasonable hypothesis; and the contention that the Act of Congress is inoperative as a confirmatory and recognitive grant, for want of the wherewithal to confirm and recognize, becomes shorn of any plausibility it might have had.

The inconsistency of these allegations with the theory by which the heirs of Corkran seek to limit and nullify the Act, intended to protect and maintain them if they had discharged their obligations as citizens of the State, in the very rights they are now endeavoring to repudiate, is no mere slip in pleading, but an inherent and unavoidable contradiction.

The plaintiff in error endeavors to escape, and even to take advantage of, the force of the finding of Surveyor General Bristow, adopted as it is by the Act of Congress, by advancing the theory, in support of its fifth assignment of errors, that the claims should be divided into two classes: those which had already been confirmed, and those which had not had any former existence at all. The former class, it argues, was safely confirmed over again, and to it alone is applicable the permission to rely on prescription. The second class is supposed to consist of titles which dated from, and originated with, the Act. There is nothing, either in the terms of the Act, or in the facts out of which

it sprang, which justifies any such theory: all the claims are grouped and treated as one by Surveyor General Bristow, and they are all placed on the same plane, and are treated together by the confirmatory Act.

The unsoundness of this ingenious idea also appears from the circumstance that it would have been unnecessary for the Act to permit prescription to be set up in cases where confirmation could be shown, as prescription can be availed of in such cases without special permission from Congress.

It is again argued by the plaintiff in error, in elaboration of its third assignment of errors, that if the 288 claimants under the Act had held equitable titles, they could have otherwise obtained patents, without the intervention of Congress; but the whole predicate of the Act of Congress is that while they could have obtained patents, they did not, for Surveyor General Bristow says in his report:

> "Can it be surprising that many hesitated, procrastinated, and finally, as time wore on, with its mortality, loss of papers, transfers of ownership, and other mutations, that they finally failed to take any action?"

If the language of the Act, in dealing with equitable titles, could be narrowed down, and its evident meaning frittered away, into merely protecting equitable assignments, the whole Act would then be a *brutem fulmen*, a superfluity, for even where an equitable title is confirmed by name, the confirmation enures, as a matter of law and precedent, to the benefit of the equitable assignee, and, if there are conflicting grants, confirmation leaves it open to

the Courts to determine between them. *United States vs. Arredondo,* 6 Pet. 691; *Lanfear vs. Hanley,* 4 Wall. 204; *New Orleans vs. DeArmas,* 9 Pet. 236.

The plaintiff in error insists that, until a claimant has done everything necessary to give him title, and his right to the patent is perfect, the land is not taxable. Even tested by this rule, its case fails, because Corkran is shown not to have taken any step towards completing his title from 1816 down to the date of the confirmation. His equity was as full-grown in 1816 as on the date of confirmation; no new facts had arisen, and the status was unaltered by any act of his. It follows, then, that, in confirming his claim in 1897, Congress recognized its validity as it stood in 1816, and before.

The case for the defendants in error does not need the assistance of any presumption concerning the existence of Corkran's inchoate rights, prior to confirmation, but Surveyor General Bristow reported that the case would justify it, and the authorities are numerous upon the point that such a presumption may be entertained, even against the sovereign.

Ricard vs. Williams, 7 Wheat. 59.
United States vs. Chaves, 159 U. S. 42.
Lott vs. Prudhomme, 3 Rob. (La.) 283.
Landry vs. Martin, 15 La. 1.
Crooker vs. Pendleton, 23 Me. (10 Shpe.) 339.
Marr vs. Gilliam, 41 Tenn. (Caldw.) 488.
Wharton on Evidence, Section 348, Note 1.

It is pointed out that Corkran himself is not shown to have continued in possession, but it is a fact that when the

first survey was made, by Aborn, in 1816, Corkran was there to assert his claim; and regard must be had to the cirtumstance that he died not long afterwards, and that we are now dealing, as pointed out by Chief Justice Nicholls, for the State Court, with some of the great, great, great grandchildren of Corkran himself. The right was vested, and possession held, probably more than a century ago. That there was a gap in the possession, following the death of the claimant, is of no significance as against his immemorial claim, and his long-ago assertion of it upon the property.

The whole case for the plaintiff in error rests upon the objection that there is no satisfactory proof of the existence of an equitable title in Corkran previous to the confirmation. That, in an ordinary case, would be a serious question, but it is here pressed, almost in defiance of the Act of Congress, which could not more clearly dispense with such proof, and confirm the equitable title as a fully established one. The Act of Congress provided for itself a starting point, which was the existence of Corkran's equitable title. The Act constitutes against the United States an admission that Corkran's inchoate title was in force from the very beginning of American sovereignty. If such title did not exist, nothing was confirmed. The heirs of Corkran had not originated or bettered any claim upon the property, and the grant was not in recognition of any right of theirs which Corkran did not have. As the Supreme Court of Louisiana remarked, they are not in a position to deny

that Anthony Corkran's equitable title existed, or was confirmed:

> "It will be seen from this that there was of record somewhere in the Land Department evidence of a claim of some kind, not such a claim as was enforceable in law, but one dependent upon the grace and favor of the government, and that the plaintiff, as the assignee of the Corkran heirs, is urging that the government was acting more generously and liberally towards them than it should or could have been compelled to act.
>
> "Such a contention, coming from the quarter it does, is not to be received for the purpose sought to be attained in this action.
>
> "If Corkran or his heirs had no 'claim' of character such as could be forced or legally entitled to have been recognized, the government could impose such condition to the voluntary recognition of the same as it thought proper, and the parties claiming under the Act of recognition would be forced to accept them or nothing. (*Succession of Monette*, 26 An. 26.)
>
> "There is no one before the Court claiming rights under the government adverse to the rights acquired by the parties under the government, and whatever rights the government itself might have had or grounds for objection, it had expressly renounced and waived not only in favor and behalf of Anthony Corkran or his heirs, but of any other person who would have had legal rights had the government itself had none when those rights attached. The renunciation or waiver could as legally and properly have been made by the government in behalf and in favor of this class of persons as it could have been made in favor of the Corkran heirs, and that this renunciation and waiver was intended to cover and protect the rights of the latter class appears on the face of the Act of Congress. The government could, if it thought proper, made its

conveyance act retrospectively or by any claims or rights of third parties existing prior to its date, and it did this in point of fact."

The controlling consideration upon this branch of the case is that Congress has passed judgment upon the issue raised here, and has deemed it just to confirm the claim as though it rested upon full record evidence. In the exercise of its exclusive power over the primary disposal of the soil, Congress has acted, and it remains for the courts merely to decide what has been done, but the question as to whether the equitable title was sufficiently proved to be confirmed is not open to judicial review.

Tameling vs. United States Co., 93 U. S. 644.
United States vs. Conway, 175 U. S. 67.
Maxwell Land Grant case, 121 U. S. 325.
Berthold vs. McDonald, 22 How. 339.
Choteau vs. Eckhart, 2 How. 344.
Kennedy vs. Hunt, 7 How. 592.

The extent to which Congress may go in extending or limiting the operation of the Federal system is strikingly set forth in the celebrated case of *Downes vs. Bidwell*, 182 U. S. 244. If it is within the potency of Congress to govern American acquisitions of territory, independently of the Constitution, which may or may not be set up, as Congress shall provide, *a multo fortiori* is an Act within bounds which refers to State laws all controversies concerning land patented by the United States, but to which it has never made any kind of claim.

What Chief Justice Marshall said in *Gibbons vs. Ogden*, 9 Wheat. 1, concerning the power to regulate commerce, is

also pertinent to the supreme control of Congress over the public domain, and its competency to prescribe any rule, or impose any condition, in granting lands.

> "This power," said he, "like all others vested in Congress, is complete in itself, may be exercised to its utmost extent, and acknowledges no limitations other than are prescribed in the Consttution."

The case of *Maese vs. Herman*, 183 U. S. 335, is quite similar to the one at bar. Congress had confirmed a claim to the town of Las Vegas, in favor of "the residents of the town," and adverse claimants set up that there was no town, and that the confirmee had no legal existence. This objection is, in substance, the same as that made here, to the want of existence of the inchoate title. In maintaining the grant, this Court, through Mr. Justice McKenna, said:

> "This interpretation of the Act of Congress cannot be changed, even if Las Vegas had or has 'no legal or corporate existence.' If the designated confirmee cannot take, another cannot be substituted in its stead. Nor do we think the capacity of the town to take a patent is open to dispute in the Land Office. Of that capacity Congress was satisfied, and it is not for the Land Department to conceive and urge doubts about it raised upon disputable legal propositions. The town and its inhabitants were certainly substantial entities in fact, and were recognized by Congress as having rights, and directed such rights to be authenticated by a patent of the United States."

The plaintiff in error fails to accord to the Act of Congress, and the patent directed by it to issue, their due weight and effect. It takes the Act as being of the nature

of a donation, without antecedent cause, and as affecting the title as though it were a causeless substitute for an entry of the land, payment therefor and issuance of the patent *in globo*, all as of date February 10, 1897. The error of this appreciation of the Act is made plain by the following observations, showing the true effect of the patent, by Mr. Justice Field, in *Langdeau vs. Hanes*, 21 Wall. 521:

> "In the legislation of Congress a patent has a double operation. It is a conveyance by the government when the government has any interest to convey, but where it is issued upon the confirmation of a claim of a previously existing title it is documentary evidence, having the dignity of a record, of the existence of that title, or of such equities respecting the claim as justify its recognition and confirmation. The instrument is not the less efficacious as evidence of previously existing rights because it also embodies words of release or transfer from the government.
>
> "In the present case the patent would have been of great value to the claimants as record evidence of the ancient possession and title of their ancestor and of the recognition and confirmation by the United States, and would have obviated in any controversies at law respecting the land the necessity of other proof, and would have thus been to them an instrument of quiet and security. But it would have added nothing to the force of the confirmation."

Beard vs. Federy, 3 Wall. 478, is to the same effect:

> "In the first place, the patent is a deed of the United States. As a deed, its operation is that of a quit-claim, or rather of a conveyance of such interest as the United States possessed in the land, and it takes effect by relation at the time when proceedings were instituted by the filing of the petition before the Board of Commissioners.

"In the second place, the patent is a record of the action of the government upon the title of the claimant as it existed upon the acquisition of the country. Such acquisition did not affect the rights of the inhabitants to their property. They retained all such rights, and were entitled by the law of nations to protection in them to the same extent as under the former government. The treaty of cession also stipulated for such protection. The obligation, to which the United States thus succeeded, was of course political in its character, and to be discharged in such manner and on such terms as they might judge expedient. * * * When informed by the action of its tribunals and officers, that a claim asserted is valid, and entitled to recognition, the government acts, and issues its patent to the claimant. By it the government declares that the claim asserted was valid under the laws of Mexico; and it was entitled to recognition and protection by the stipulations of the treaty, and might have been located under the former government, and is correctly located now, so as to embrace the premises as they are surveyed and described. As against the government, this record, so long as it remains unvacated, is conclusive. And it is equally conclusive against parties claiming under the government by title subsequent. It is in this effect of the patent as a record of the government that its security and protection chiefly lie. If parties asserting interests in lands acquired since the acquisition of the country could deny and controvert this record, and compel the patentee, in every suit for his land, to establish the validity of his claim, his right to its confirmation, and the correctness of the action of the tribunals and officers of the United States in the location of the same, the patent would fail to be, as it was intended it should be, an instrument of quiet and security to its possessor. The patentee would find his title recognized in one suit, and rejected in another, and if his titles were maintained, he would find his

land located in as many different places as the varying prejudices, interests or notions of justice of witnesses and jurymen might suggest."

In *Patterson vs. Tatum*, 3 Sawy. 164 (18 Fed. Cas., p. 1331), Mr. Justice Field, on Circuit, said this:

> "The patent imports absolute verity upon these matters: That a claimant had a valid grant at the date of the cession—that is, a genuine grant issued by the former government, which was entitled to confirmation under the treaty and laws made to carry its stipulations into effect, and that by subsequent proceedings the claim of the grantee had been definitely located by an official survey."

IV. How far is the Question of Title, under the Act of February 10, 1897, within the exclusive cognizance of the Courts of Louisiana?

No special legislation is required to confine to the State Courts non-Federal questions concerning land claimed under the laws of the United States. Hence, when Congress took the pains to say that questions of ownership should be settled according to the laws of Louisiana, it must have been intended to put such questions more completely within the cognizance of the State Courts than they would ordinarily be, and to particularly guard against local questions being made Federal through any supposed dependency on the Act of Congress.

The Act of Congress is a disclaimer of all interest in the property by the United States, and it would be in harmony with its tenor for all questions relating to the land to be

referred to the State Court. If the titles to the land confirmed by the Act are to be adjusted according to the State laws, then, since it is to the State Court that we must look to ascertain what those laws are, their decisions ought to be final and conclusive. This would be the outcome if the theory based on the decision in *Smith vs. Maryland*, 6 Cranch. 286, should prevail, for this Court could not now, for the first time in its history, refuse to accept as the law of a State what is so declared to be by its courts.

But *Smith vs. Maryland* does not establish the proposition that the construction of State laws may become a Federal question by reason of their being given play under the permission of some Federal statute. To give that effect to such permission, Federal statutes would be to defeat their very object, which is to yield the Federal system to that of the State, whereas, by making a Federal question out of the State law, the State system becomes displaced for the Federal. The Act is, therefore, self-contradictory, if it be that the ascertainment of the application of the State laws, as directed by the Act, must be according to Federal, and not State, precedents.

This question came up in the case *In re Rahrer*, 140 U. S. 545, over the Act of August 8, 1890, 26 Stat. 313, C. 728, which enacted:

> "That all fermented, distilled or other intoxicating liquors or liquids transported into any State or Territory, or remaining therein for use, consumption, sale or storage therein, shall, upon arrival in such State or Territory, be subject to the operation and effect of the laws of such State or Territory enacted in the

> exercise of its police powers, to the same extent and in the same manner as though such liquids or liquors had been produced in such State or Territory, and shall not be exempt therefrom by reason of being introduced therein in original packages or otherwise."

Answering objections to thus confiding what might be a regulation of interstate commerce to the State, this Court, through the Chief Justice, declared:

> "No reason is perceived why, if Congress chooses to provide that certain designated subjects of interstate commerce shall be governed by a rule which divests them of that character at an earlier period of time than would otherwise be the case, it is not within its competency to do so.
>
> "The framers of the Constitution never intended that the legislative power of a nation should find itself incapable of disposing of a subject matter specifically committed to its charge."

The question to which the opinion in that case was mainly devoted was whether it was constitutional for Congress to confer such authority upon the State by reason of its exclusive right and duty to regulate commerce, but the Court further inquired whether the State Courts acquired jurisdiction of the subject matter in pursuance of the Act of Congress, and it decided that they did.

The ultimate ground upon which Federal jurisdiction rests in a controversy over a patent, is the fact that the government owned the land, and gave its title, which it must supervise until the property falls under the adminis-

tration of local laws; but here the government simply disclaims all interest, and turns over the claimants to the State laws, where they really belong.

In *Smith vs. Maryland,* and also in the *Rahrer case,* it is distinctly recognized that Congress cannot delegate any of the powers exclusively belonging to it, as the judiciary articles of the Federal Constitution would prevent any submission to the State Courts of questions necessarily Federal. There is, however, a range of subjects which may or may not become Federal, according to the will of Congress, and, as in the *Rahrer case,* certain designated subjects of interstate commerce were divested of their Federal relations, and, as in *Smith vs. Maryland,* certain proceedings under a State law, and the meaning of those laws, were invested with Federal import, under a treaty; so here property nominally the government's, but really that of citizens of Louisiana for a century, or more, was placed within the sole purview of the State laws, in recognition of an acknowledged condition, with no possible Federal bearings.

The question is squarely presented, and luminously discussed in *Shoshone Mining Company vs. Rutter,* 177 U. S. 505. In Section 326, Revised Statutes, Congress authorized proceedings in an "adverse suit" upon a mining claim to be brought "in a Court of competent jurisdiction." Under this statute, the State Court undertook to dispose of "adverse suits"; and the point now being urged was made, to the effect that any controversy under

the Act was necessarily a Federal one. The Court, through Mr. Justice Brewer, said in its opinion:

> "Jurisdiction must therefore depend upon the question whether the suit is one arising under the Constitution or laws of the United States.
>
> "We pointed out in the former opinion that it was well settled that a suit to enforce a right which takes its origin in the laws of the United States is not necessarily one arising under the Constitution or laws of the United States, within the meaning of the jurisdiction clauses; for if it did, every action to establish title to real estate (at least in the newer States) would be such a one, as all titles in those States come from the United States by virtue of its laws. As said by Mr. Chief Justice Waite, in *Little York Gold Washing & Water Co. vs. Keyes*, 96 U. S. 199, 203:
>
> " 'The suit must, in part at least, arise out of a controversy between the parties in regard to the operation and effect of the Constitution or laws upon the facts involved. * * * Before, therefore, a Circuit Court can be required to retain a cause under this jurisdiction, it must, in some form, appear upon the record, by a statement of facts "in legal and logical form," such as is required in good pleading, * * * that the suit is one which "really and substantially involves a dispute or controversy" as to a right which depends upon the construction or effect of the Constitution or some law or treaty of the United States.'
>
> "The adverse suit (Rev. Stat. 2326) is 'to determine the question of the right of possession.' The right may or may not involve the construction or effect of the Constitution or a law or treaty of the United States. By Nos. 2319, 2324 and 2332, Revised Statutes, it is expressly provided that this right of possession may be determined by 'local customs or rules of miners in the several mining districts, so far as the same are applicable and not inconsistent with the laws of the United States'; or 'by the statute of

limitations for mining claims of the State or Territory where the same may be situated.' So that in a given case the right of possession may not involve any question under the Constitution or laws of the United States, but simply a determination of local rules and customs, or State statutes, or even only a mere matter of fact."

Here Mr. Justice Brewer took up the specific question we now have, and proceeded:

"The recognition by Congress of local customs and statutory provisions as at times controlling the right of possession does not incorporate them into the body of Federal law. Section 2 of Article I of the Constitution provides that the electors in each State of members of the House of Representatives 'shall have the qualification requisite for electors of the most numerous branch of the State Legislature,' but this does not make the statutes and constitutional provisions of the various States in reference to the qualifications of electors parts of the Constitution or laws of the United States.

"On August 8, 1890, Congress enacted (26 Stat. at L. 313, Chap. 728) that intoxicating liquors transported into any State or Territory, 'shall, upon arrival in such State or Territory, be subject to the operation and effect of the laws of such State or Territory,' and *In re Rahrer*, 140 U. S. 545, 561, sub-nom. *Wilkerson vs. Rahrer*, 11 Sup. Ct. Rep. 865, 869, this Court said:

" 'Congress has not attempted to delegate the power to regulate commerce, or to exercise any power reserved to the States, or to grant a power not possessed by the States, or to adopt State laws.'

"In *Miller vs. Swann*, 150 U. S. 132, 14 Sup. Ct. Rep. 54, it appeared that the State of Alabama had passed an Act containing this provision: 'The said

Alabama & Chattanooga Railroad Company shall have the privilege and right of selling said lands or any part hereof in accordance with the Acts of Congress granting the same'; and it was held:

"'The question is not what rights passed to the State under the Acts of Congress, but under the statute of the State. The construction of such a statute is a matter for the State Court, and its determination thereof is binding on this Court. The fact that the State statute and the mortgage refer to certain Acts of Congress as prescribing the rule and measure of the rights granted by the State does not make the determination of such rights a Federal question. A State may prescribe the procedure in the Federal Courts as the rule of practice in its own tribunals; it may authorize the disposal of its own lands in accordance with the provisions for the sale of the public lands of the United States; and in such cases an examination may be necessary of the Acts of Congress, the rules of the Federal Courts, and the practice of the Land Department, and yet the question for decision would not be of a Federal character. The inquiry along Federal lines is only incidental to a determination of the local question of what the State has required and prescribed. The matter decided is one of State rule and practice. The facts by which that State rule and practict are determined may be of a Federal origin.'

"Inasmuch, therefore, as the 'adverse suit' to determine the right of possession may not involve any question as to the construction or effect of the Constitution or laws of the United States, but may present simply a question of fact as to the time of the discovery of mineral, the location of the claim on the ground, or a determination of the meaning and effect of certain local rules and customs prescribed by the miners of the district, or the effect of State statutes, it would seem to follow that it is not one which necessarily arises under the Constitution and laws of the United States."

The opinion then states the various arguments advanced in favor of the position that the incorporation of a State law into a Federal statute imparts a Federal coloring to all questions arising under the Federally adopted State law, and the conclusion is:

> "So we conclude, as we did in the prior case, that although these suits may sometimes so present questions arising under the Constitution or laws of the United States that the Federal Courts will have jurisdiction, yet the mere fact that a suit is an adverse suit authorized by the statutes of Congress is not in and of itself sufficient to vest jurisdiction in the Federal Courts."

The question whether Congress has relegated the matters at issue here to the State Court, by stripping them of any factitious Federal character, is closely allied to the question of Federal jurisdiction, discussed in the first section of this brief; the first question having been, Is the Federal Supreme Court without jurisdiction by reason of the existence of an independent non-Federal ground for the judgment sought to be reviewed? And the present question being, Was the jurisdiction of the State Court final because the questions at issue were declared non-Federal by the Act of Congress? Some of the authorities cited may bear, therefore, upon both questions.

In *DeLamars vs. Nesbitt*, 477 U. S. 524, a mine was located under the Federal mining statutes. The rights of the locator were seized and sold under execution, but it was claimed that the transferree acquired nothing, by reason of alleged nullities in the execution proceedings. The

assessment work required under the statute was not done, but the notices in lieu thereof were given by the purchaser at execution, and under the provision that the location lapsed for want of proper notices, a second party applied to re-locate the mine. His right to do so was rejected by the State Court, upon which he applied for a writ of error, which was dismissed. In maintaining that this Court was without jurisdiction, this was said in the opinion by Mr. Justice Brown:

> "The subject is fully discussed and the prior authorities cited in the recent case of *Blackburn vs. Portland Gold Mining Co.*, 175 U. S. 571, *ante* 276, 20 Sup. Ct. Rep. 222, which was also a contest between rival claimants of a mine under Nos. 2325 and 2326. It was held that the provision in 2326 for the trial of adverse claims to a mining patent 'by a court of competent jurisdiction in the Federal Courts, although, of course, jurisdiction would be sustained if the requirements of amount and diverse citizenship existed; and that the judgment of the Supreme Court of the State in such case could not be reviewed in this Court simply because the parties were claiming rights under a Federal statute.' A like ruling was made in the still later case of *Florida C. & P. R. R. Co. vs. Bell*, 176 U. S. 321, *ante* 486, 20 Sup. Ct. Rep. 399. See also *California Powder Works vs. Davis*, 151 U. S. 389, L. ed. 206, 14 Sup. Ct. Rep. 350.
>
> "If the law were otherwise, then every land case wherein one of the parties claimed title, either immediately or remotely through a patent of the United States, would present a Federal question; and as most of the land titles in the Western States of this country are traceable back to a right under the laws of the United States, every such case might be held reviewable by this Court on writ of error. This posi-

> tion, of course, is untenable. If the fact that the plaintiff takes title, directly or indirectly, from the United States, be insufficient to create a case 'arising under the Constitution or laws of the United States' within the meaning of the Jurisdictional Act of 1888, much less does it make one of a 'title, right, privilege or immunity' claimed under a statute of the United States, an adverse decision of which by the highest Court of a State entitles the injured party, under Revised Statute No. 709, to a writ of error from this Court. To raise a Federal question the right must be one claimed under a particular statute of the United States, the validity, construction or applicability of what was made the subject of dispute in the State Court; and the decision upon such statute must have been adverse to the plaintiff in error."

If the cited case can be differentiated from the present one, it can only be in the circumstance that a Federal question was more closely approached in the issue over the doing of assessment work under the mining statute, than it is here in the question of the existence of an equitable title in Anthony Corkran prior to confirmation. Moreover, while a decision against the existence of Anthony Corkran's equitable title might have presented a Federal question, the decision that such equitable title did exist does not fall within the scope of Revised Statute No. 709.

If the Act of February 10, 1897, did not establish, as a finality, that the equitable title existed to be confirmed, that question was left to the State Court, together with all others affecting the title, although that such equitable title did exist would seem to be not questionable in the State Court under the Act, for it is unlikely that Congress

would have reopened, in the State Court, the ugly situation described by Surveyor General Bristow, which it was the professed object of the Act to remedy. The existence of this equitable title, like the doing of assessment work, has in it nothing essentially Federal, and it would only be the accident of legislation by Congress to make it Federal, that it would become so.

Hooker vs. Los Angeles, 188 U. S. 314, is an expression of the same principle. Percolating waters were claimed by the plaintiff in error as part of realty held under a Mexican patent; and it was argued that the question of ownership of the waters was one arising under the laws of the United States, confirming the Mexican grant; but, again, saying that "to sustain a writ of error, something more must appear than that the parties claim title under the Act of Congress," the Court dismissed the writ.

In *California Powder Works vs. Davis*, 161 U. S. 389, the doctrine is strongly stated by the Chief Justice for the Court. The syllabus states the case fully and briefly:

> "Two parties claiming title to the same land in California, each under a Mexican grant made prior to the Treaty of Guadalupe Hidalgo, and each under a patent from the United States, one of them filed a bill in equity against the other in a District Court in San Francisco to quiet title. The cause was transferred to the Superior Court for that city and county, and being heard there, it was decreed that the defendant's title was procured by fraud, and the relief sought for was granted. On appeal to the Supreme Court of the State, the judgment was affirmed, the Court saying that the question of the genuineness of each original grant was a legitimate subject of inquiry, when the

issue was made by the pleadings, and that on the evidence in the case the finding against the genuineness of the defendant's grant would not be disturbed on appeal. *Held:* That this ruling presented no Federal question for the consideration of this Court."

If, as held above, it can be decided that a grant confirmed by Congress is fraudulent and null, without agitating a Federal question, it is a logical consequence that there is no approach to the Federal structure in disposing of the existence of the grant as a fact. It would seem that Congress, by confirming a grant, affirms its existence, not only as a fact, but as a verity, free of fraud; but there can be no doubt that when the State Court does not decide *against* the grant which Congress confirmed, there is no jurisdiction here, under Revised Statute 709, to review its decision. On the same line, it has been decided that a claim of citizenship, *upheld* by a State Court, gives no right to a review in the Supreme Court of the United States, on the ground that a Federal question was decided against him, although such question would have been presented if the decision had been the other way. (*Missouri vs. Andriano*, 138 U. S. 497.)

It is not pointed out by the plaintiff in error how the recognition of Corkran's prior equity is inconsistent with the terms and scope of the Act of Congress, or that the Act is a protection against such prior equity.

In *McDonough vs. Millaudon*, 3 H. 693, a question of the boundary of land held under a confirmation in pursuance of a treaty with France was held to be a purely local one

of fact; in *Carpenter vs. Williams,* 9 Wall. 785, there was the same ruling as to an issue turning solely on the personal identity of the confirmee; and *Ryan vs. Thomas,* 4 Wall. 604; *Kennedy vs. Hunt,* 7 How. 594; *Moreland vs. Page,* 20 How. 523; *Lanfear vs. Hurley,* 4 Wall. 210; *Water Co. vs. Los Angeles,* 122 F. 119; *Joy vs. St. Louis,* 122 F. 526, 196 U. S. 375; *Philipps vs. Association,* 124 U. S. 605; *Iowa vs. Road,* 187 U. S. 87; *Meyer vs. Idler,* 159 U. S. 408, were all on the same point.

An interesting case on this subject is *New Orleans vs. De Armas,* 9 Peters 23, where a Spanish grant confirmed by a United States patent had been issued for part of a public quay dedicated to the use of the city in the original plan of New Orleans, which was not grantable by the King. The conflict was held to be of no Federal concern. These decisions may be compared with *Choteau vs. Eckhart,* 2 How. 344, where it was held that, as between claimants under different Acts of Congress, confirming the land to each, there was jurisdiction in this Court to review the decision of a State Court. A decision either way would be opposed to the title set up by each of the claimants, under this Act of Congress. It is the manifest function of this Court to settle so evident a Federal conflict, while here it is what may be called the natural function of the State Court to determine all questions of fact concerning the *ante*-confirmation status of the title, and if there was any bar to the exercise of this function in the circumstance that Congressional action upon the title appeared necessary, it has been removed by the express Congressional declaration

that such action was really unnecessary, and that the rights to the property quit-claimed should be adjudicated by the laws of Louisiana.

V. THE MERITS.

1. Is there sufficient showing of an equitable title in Anthony Corkran prior to confirmation?

The plaintiff in error attacks the survey of Jos. Aborn, of 1816, as inadequate to accomplish a severance of the property from the public domain. This survey is, undoubtedly, a prime factor in the case for the defendant in error, but its importance is exaggerated by the plaintiff. It furnished most convincing evidence that the property had formerly been severed from the public domain; it helped to convince the Surveyor General of Louisiana that there had been a severance; it helped to convince Congress that there had been a severance; and Congress, upon that predicate, settled, with the force of *res judicata*, that before the confirmation, such a severance had taken place.

It was explained to Congress by the Surveyor General, in his report, why there was no fuller proof of the severance, and Congress accepted that explanation, and confirmed the claim, as if formally proved.

Surveyor Aborn's *proces verbal*, or certificate appended to the plan of his survey, reads as follows:

> "Pursuant to an order from the Principal Deputy Surveyor of the Western District State of Louisiana and in conformity with BA1151 from the Board of

Commissioners of the Western District I have surveyed for Anthony Corkens a tract of land on the right Bank of Bayou cane Being Section 40 in Township No. 9 South in Range No. 2 West of the Bassio Meridian and bounded as follows Beginning at an Ironwood tree Mkd AC & running West 111.17 chains to a post Mkd AC; thence S. 1° 0°.

"part Mkd AC there in East 111.17 chains to a cypress tree Mkd K thence up the Bayou to the Place of Beginning containing 640 acres & having such form and marks natural & artificial as are represented in the above plat & description this 30th day of December 1816.

"Jos. Aborn,
"*Deputy Surveyor.*

"Approved the 21st May 1817.

(Signed) "Gideon Fritz,
"*Principal Dep. Surveyor.*"

Aborn, and Fritz, who approved the former's survey, were both acting in responsible official capacities, and more weight is due their above recitals, after this lapse of time, than is conceded by the plaintiff. In the first place, the survey could not have been made, and would not have been approved, without the authority of the Board of Commissioners; and the Board of Commissioners would not have ordered the survey if Corkran's title had not been of *prima facie* validity. It is more than probable that the survey was made in 1816, under the Act of April 12, 1814, Ch. 52, 3 Stats. at Large, by which it is made the duty of the Surveyor General to survey, or cause to be surveyed, the lands *confirmed by the Board of Commissioners.* In the second

place, there are two grave presumptions which go to establish that the survey was ordered by the Board, by reason of the exhibition or confirmation of a lawful title, the first being that of *omnia rite acta* in favor of the approved Aborn survey and legend; and the second, that of the existence of a grant flowing from the remote possession of Corkran.

It has never been claimed that a mere survey severs title from the government, but this survey, and the circumstances of the case, establish the fact that a severance had certainly taken place. This, however, is going behind the Act of Congress. It is the Act itself which disposes of the objection that an equitable title in Corkran is not shown, and all that we have said on that subject on the preliminary questions herein is of renewed application here.

2. Was the tax deed executed in 1882 a good and valid title translative of property?

The description in the deed from the Tax Collector to Gellert, defendant's author, reads as follows:

> "Four hundred and eighty (480) acres of land situated in the lower part of Mamuth on Bayou Des Cannes being in Township 9 South, Range 2 West, being the property of Anthony Corkran or his heirs as per assessment roll of the State of Louisiana of the year 1881." (R., pp. 85, 86.)

There is undoubtedly room for improvement and precision in the above description of the property, but, un-

aided by any prescription whatever, it is sufficient; and the deed is what is defined in the Civil Code of Louisiana (Act 3486) as a title translative of property.

First. The description is not such as would mislead the owner.

Second. It contains sufficient data for the identification of the property.

Third. The purchaser at a tax sale had no difficulty in identifying the property, and at once took possession thereof in 1882, and has, through his *ayantes causes,* maintained possession down to this day.

Fourth. The deed, if insufficient on its face for vagueness of description, embodies within itself, by reference to the assessment roll, an assessible public record, a description which must be presumed to be correct.

The plaintiff in error has found it necessary to exaggerate the deficiencies of the description, for the case is gravely argued on the assumption that the description leaves it open for the land to be found in any one of the 67 sections of Township 9. (Page 32, plaintiff's supplemental brief.)

Certain features of the description, which eliminate much, and, we believe, all, of its alleged uncertainty, have been altogether ignored by the plaintiff.

The description informs us that the property is situated in a certain township "in the lower part of Mamouth, on Bayou Des Cannes." Although objecting vigorously to any parol evidence to aid or strengthen the deed, the plain-

tiff does not deny that the description may be read in connection with the physical peculiarities, conformation, and general description of the country in which the land is situated. Reference to the township map in the record will show that land "situated in the lower part of Mamouth, on Bayou Des Cannes," in Township Nine, is located with definiteness as one of the few Spanish surveys on the right descending bank of Bayou Des Cannes, in that part of the township through which the bayou runs. (See p. 523 of record, and testimony of Jean Gay, p. 438 of record, and of Huber, p. 448 of record.)

It appears from the testimony, particularly that of Jean Gay, that "lower Mamouth" is the southern extremity of the prairie "Mamou," between the Bayous Des Cannes and Nezpique, descending down into Township Nine; so that, to be in "lower Mamouth," the land must be between the two bayous, which puts it on the right bank, descending, of the Des Cannes. An essential ingredient of the description was the announcement that it was the property of Anthony Corkran, and it was testified that, by that name, the land was generally known in the community. (Testimony of Huber, p. 448; Fontenot, p. 452; Houssiere, p. 459 of the record.)

The description is, therefore, neither void nor vague. It would require a martinet in matters of description to say that it could mislead the owner, or afford no means of identifying the land. We earnestly submit that the description, as it stands, meets every requirement of the law.

But all criticisms of the description are silenced by the fact that the presumably perfect description of the assessment roll is incorporated into the tax deed by reference, and corrects the shortcomings of the deed itself, if any there are.

In applying for a rehearing in the Supreme Court of Louisiana, the plaintiff exhibited what is described as the assessment roll to which the tax deed refers, but no new evidence is adducible in the Supreme Court of Louisiana (Code of Practice, Article 894), and the exhibit was properly unnoticed by that tribunal. It is included in the record, where it has no place, unless the Code of Practice is to furnish material for the construction of some of plaintiff's Federal questions, for excluding new evidence in the appellate court of the State. The assessment roll is referred to by the plaintiff in error as though it were properly before this Court. It is *coram non judice;* and does not stand in the way of the presumption *omnia rite acta,* so appropriately applied by the Supreme Court of Louisiana, in the following passage, expressed with the usual strength and clearness of Chief Justice Nicholls:

> "In dealing with the issues submitted to the Court we will first say that the presumption *'omnia rite'* applies to tax sales under some circumstances and conditions, as well as to sales under execution, after a great lapse of time. (This Court had itself applied that presumption to a tax sale in *Willis vs. Cypress Co.,* 108 La. 255.) Where proceedings having for effect the divestiture of title, have remained for many years unattacked, and parties have been permitted to

remain under them for long periods in the quiet possession of property as the true owners, adding to their value by permanent improvements, weakness of the evidence offered as to certain facts will frequently be fortified and the want of positive testimony supplied by presumptions when this would not be allowed in matters of recent date.

"In the present instance, plaintiff urges the tax title was an absolute nullity, because the description of the property to be sold is too indefinite to transfer any property whatever.

"Counsel calls attention to the fact that defendants did not offer the assessment therein referred to, but only the tax deed, and they argue that the description in the assessment must be presumed to be faulty and identical with that in the deed. We can scarcely adopt that inference as logical, for had the two descriptions been precisely the same, there would have been no reason for referring back to the assessment roll. The inference would rather be that the assessment description was broader, more precise and more definite than was that in the deed. We should not, and will not, after this great lapse of time, presume illegality or insufficiency in the assessment to which reference was made, but, on the contrary, we will presume that it was correct and regular. If the assessment roll was not produced, it was doubtless because it had been mislaid or had not been preserved. Not much attention is paid to documents of that kind after they have served their present purpose. We think the defendants were not called upon to make explanations in the absence of actual attack upon the tax proceedings, but were justified in relying upon the presumption of regularity which would apply to them under existing conditions. It was defendants' duty to have raised by pleadings, under the circumstances, a dierct issue as to the illegality of the assessment and tax sale.

> "Plaintiff, in referring to the requirements of an Act divesting title, says, 'It should show on its face or by reference to accessible public documents what is taken from the owner and transferred to the purchaser,' and cites in support of that position a great number of authorities, among others that of *Wilson vs. Marshall,* 10 An. 329. The tax deed offered did refer to the assessment roll of 1881, a public document which was then accessible, though it was subject to loss."

Giving scope to the rule that the assessment is the tax judgment, the foundation upon which rest the proceedings in enforcement of the tax (Blackwell, Tax Titles, 5th Ed., 224; Black, Tax Titles, 2nd Ed., 112; *Stout vs. Martin,* 139 U. S. 151), we then have, according to the above views of the Supreme Court, an unimpeachable basis for the tax deed

3. If the tax deed does not of itself convey the property, does it do so with the aid of the prescriptions of three and ten years?

The plaintiff resists the application of the ten-years' prescription on the ground that the tax deed is not a title translative of property, for want of description, or, in other words, is not such color of title as will support prescription. This ground has been considered above. The ground that the prescription only began running in 1897 has also been discussed.

The three-year prescription of the State Constitution is held inapplicable on the argument that, being a statute of

limitations, and not one of prescription, it does not fall within the sanction of the Act of Congress, and, further, that no prescription or limitation can cure a jurisdictional defect, such as exists where an assessment is void because the property was not described, and belonged to the United States.

Upon the first point, it has been shown that the three-year prescription does not need the countenance of the Act of Congress; but, if it does, the distinction between a statute of prescription and one of limitations was clearly not intended to be recognized by the Act. In Louisiana, the common law terminology does not prevail, and the term prescription is a generic one, comprising statutes of limitations as well as the ordinary laws of prescription. The Supreme Court of Louisiana, in its decision in this very case, refers to the three-year prescription of the Constitution, but does not speak of it as a statute of limitations. There is no doubt that the prescription in question was intended to have all the effect of a common law statute of limitations, but, under the laws of Louisiana, it is, nevertheless, a prescription within the contemplation of the Act of Congress.

In *Canter vs. Williams,* 107 La. Rep. 77; *Carey vs. Cogny,* 109 La. Rep. 77; *Ashley vs. Bradford,* 109 *Id.* 641, and *In re Lockhart,* 109 La. Rep. 740, the Supreme Court of the State says that Article 233 of the Constitution has the full force of the most rigid statute of limitations, but it is at the same time spoken of as a Louisiana prescription.

In our view, the above discussion is irrelevant, for the reason that the prescription had run its full course without the benefit of the Act of Congress.

The second point urged by the plaintiff in error against the application of the prescription is that a tax sale void from a jurisdictional defect cannot be the basis of any valid proceeding or of a lawful possession, and is incurable by any prescription.

In its decision *in re Lockhart*, 109 Louisiana Reports, 740, quoted in deciding the present case, the State Court held that the three-year prescription of the Constitution in favor of tax deeds imperatively excluded all grounds of attack, except for dual assessment, or prepayment of the tax; and that all the consequences of the prescription *longi temporis* resulting from an adverse possession of thirty years, must be atributed to the three-year prescription.

The thirty years' possession would unquestionably cure jurisdictional defects, as well as all others of a minor character, and there can be no objection to the shortening of this prescription to three years, so as to give to the abbreviated prescription all the effects of possession for full thirty years, unless it be that due process of law was violated in so doing, but that question was not suggested herein until rehearing was sought from the State Court.

However, the question of prescription against jurisdictional defects has recently been before this Court, on a statute of New York, of less rigor and dignity than the constitutional prescription now before the Court, and the exact point the plaintiff in error is making was decided

adversely. The case is that of the *Saranac Land & Timber Co. vs. Roberts*, 177 U. S. 317, which was analyzed as follows by the Court, through Mr. Justice McKenna:

> "The defects which the plaintiff in error claims to have been in the assessments and to have been jurisdictional are stated as follows:
>
> "1. The sale of the whole tract of land in question for the aggregate unpaid taxes of several years, when, during one or more of these years, a part of the tax sold was not assessed or taxed at all.
>
> "2. The sale as one tract of two or more parcels separately assessed.
>
> "3. The assessment of taxes by a description so uncertain as not to identify the parcel of land taxed."

Concerning these issues, the opinion quoted approvingly the following language of the New York Court of Appeals in *Meigs vs. Roberts*, 162 N. Y. 371, 56 N. E. 838, before which the same question had been raised:

> "The learned appellate division held that the failure to publish a proper redemption notice was jurisdictional as to the conveyance of 1884, and, hence, not cured by Chapter 448 of the Laws of 1885, and cited *Ensign vs. Barse*, 107 N. Y. 329, 14 N. E. 400, 15 N. E. 401, and *Joslyn vs. Rockwell*, 128 N. Y. 334, 28 N. E. 604, as authorities for that proposition. We think the learned Court took a narrow view of the statute of 1885. This statute, though in some aspects a curative law, is primarily and essentially much more: it is a statute of limitations. It was distinctly held to be such in two decisions of this Court (*People vs. Turner*, 117 N. Y. 227, 22 N. E. 1022; *People vs. Turner*, 145 N. Y. 159, 40 N. E. 400), and by the Supreme Court of the United States (*Turner vs. New York*, 168 U. S. 90, 18 Sup. Ct. Rep. 38). A curative Act in the ordinary sense of that term is a retrospective law acting on past

cases and existing rights. The power of the Legislature to enact such laws is, therefore, confined within comparatively narrow limits, and they are usually passed to validate irregularities in legal proceedings, or to give effect to contracts between parties which might otherwise fall for failure to comply with technical requirements. Cooley Const. Lim., p. 454. A very full enumeration of the cases in which the Legislature may properly exercise this power is to be found in *Forster vs. Forster,* 128 Mass. 559. But there may be in legal proceedings defects which are not mere informalities or irregularities, but so vital in their character as to be beyond the help of retrospective legislation; such defects are called jurisdictional. This principle does not apply to a statute of limitations, for such a statute will bar any right, however high the source from which it may be deduced, provided that a reasonable time is given a party to enforce his right. *Terry vs. Anaderson,* 95 U. S. 628, 24 L. Ed. 365; *Turner vs. New York,* 145 N. Y. 451, 40 N. E. 400. *Ensign vs. Barse,* 107 N. Y. 329, 14 N. E. 400, 15 N. E. 401, was strictly a case of a retrospective statute, for no period of time was given within which any party affected could assert his rights. The same is true of *Cromwell vs. MacLean,* 23 N. Y. 474, 25 N. E. 932. In *Joslyn vs. Rockwell,* 128 N. Y. 334, 28 N. E. 604, as well as in the two cases of *People vs. Turner,* all of which arose under the statute of 1885, there is to be found a discussion of defects which it was claimed were jurisdictional, and not cured by that Act. Such discussion, however, is not to be construed as authority for the proposition that jurisdictional defects in legal proceedings which are beyond the scope of retrospective legislation will equally take a claim out of the bar of a statute of limitations."

The *Saranac case* came up on appeal from the United States Circuit Court, and, although nothing contrary to

any precedents in this Court is said, the case is also authority on the point that in cases affecting the validity of tax deeds the decisions of the Courts of the States respectively will, in the language of Chief Justice Marshall, in *Williams vs. Peyton*, 4 Wheat. 77, "unquestionably give the rule by which this Court will be guided."

Leffingwell vs. Warren, 2 Black. 599.
Lane Company vs. Oregon, 7 Wall. 71.
Bailey vs. Maguire, 22 Wall. 215.
State Railroad Tax Cases, 92 U. S. 575.
Chicago Union Bank vs. Kansas City Bank, 136 U. S. 223.
Detroit vs. Osborne, 135 U. S. 492.
York vs. Texas, 137 U. S. 519.
Taylor vs. Secorer, 92 U. S. 575.
Gaves vs. Dunn, 14 Peters, 154.
Gillman vs. Shaboygan, 2 Black. 510.
Erie R. R. Co. vs. Pennsylvania, 21 Wall. 42.
Geekie vs. Kirby-Carpenter Co., 106 U. S. 379.
Terry vs. Anderson, 95 U. S. 628.
Williams vs. Albany, 122 U. S. 163.
Pillow vs. Roberts, 13 How. 472.

Respectfully submitted,

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FILE COPY.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1905.

Office Supreme Court U. S.
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Clerk.

No. 22.

CORKRAN OIL AND DEVELOPMENT COMPANY,
PLAINTIFF IN ERROR,

vs.

LAURENT ARNAUDET, ARTHUR LATREILLE,
EUGENE HOUSSIERE, ET AL.

IN ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

SUPPLEMENTAL BRIEF FOR DEFENDANTS IN ERROR ON THE JURISDICTIONAL POINT.

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PRELIMINARY STATEMENT.

This case comes before this honorable court upon a writ of error to the supreme court of the State of Louisiana to review a judgment of that court, entered on the 3d of November, 1903 (R., 528–548), affirming a judgment of the eighteenth judicial district court for the parish of Acadia, entered on the 29th of July, 1902 (R., 476–484).

The opinion of the district court upon which the decree of that court was founded declared that:

"The defendants (defendants in error here) are protected by the prescription of three years provided in art. 233 constitution of 1898 as well as the prescription of three and five years pleaded.

"For the foregoing reasons, and the law and the evidence being in favor of the defendants, it is therefore ordered, adjudged and decreed that there be judgment in favor of the defendants rejecting plaintiff's demand.

"It is further ordered, adjudged and decreed that Laurent Arnaudet, Arthur Latreille and Eugene Houssiere be and they are hereby recognized as, and decreed to be the owners of the land in controversy as called for by their respective titles and that they be quieted in their possession of same.

"It is further ordered that plaintiff company pay all costs of suit" (R., 484).

The action is a petitory action under article V of the Code of Practice of Louisiana, which article is as follows:

"Art. V. The petitory action is that by which he who has property of a real estate, or of a right upon, or growing out of it, proceeds against the person having the possession, in order to obtain the possession of the immovable property, or the enjoyment of the rights upon it to which he is entitled."

The petition of The Corkran Oil and Development Company (plaintiff in the trial court) averred that it was a corporation organized under the laws of the State of Louisiana, domiciled in said State, and that it was the owner of certain real property described therein, being the property in dispute in this cause.

"That said land was claimed by Anthony Corkran (otherwise spelt 'Cockran') during his lifetime, and after his death was claimed by his heirs and legal representatives hereinafter mentioned and said claim known as the 'Corkran grant' was finally confirmed to the heirs and legal representatives of said Anthony Corkran by private act of Congress

entitled 'An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana,' approved February 10th, 1897, and in purance to which said private act of Congress a patent was thereafter issued to the said heirs and legal representatives of the said Anthony Corkran " (R., 1–2).

" That said Anthony Corkran died in or about the year 1819, and his succession was duly opened in St. Laudry parish, were he resided and where the above property was situated at that time " (R., 4).

That petitioner acquired the title to and ownership of said real property by acquiring " the rights, titles and interest " of the many heirs of Anthony Corkran under and by certain acts of sale made on various dates specified, all of said dates being subsequent to November 10, 1901 (R., 3–4).

That the names of the many living heirs and descendants of the aforesaid Anthony Corkran and Margaret Watson, his wife, who in their capacity as such heirs and legal representatives were legally entitled to and were the owners of the described tract of land, are set forth in various so-called exhibits forming part of this petition (R., 415).

That neither said Anthony Corkran and wife nor any of the aforenamed heirs and legal representatives or descendants of Anthony Corkran and wife ever sold or disposed of their rights, title, or interests in the above and aforedescribed tract of land before the sale made to petitioner and its authors, and that petitioner is now the just, true, and legal owner of said property; that notwithanding this fact the parties named as defendants, without legal right or title and against petitioner's rights, have entered upon and now possess and hold said property and refuse to deliver the same to petitioner as of right (R., 5).

The act of Congress of February 10, 1897 (28 Stats., 517), referred to in plaintiff's petition, in its entirety and with its title is as follows:

"CHAP. 213. An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That all the right, title, and interest of the United States in and to the lands situate in the State of Louisiana, known as the located but unconfirmed private land claims therein, aggregating about eighty thousand acres, and specifically described in the list or tabular statement accompanying the report, dated February nineteenth, eighteen hundred and eighty, made by the surveyor general of Louisiana to the Commissioner of the General Land Office, under a resolution of the United States Senate of December second, eighteen hundred and seventy-nine, and which report and list were communicated to the Senate by the Secretary of the Interior on March eighth, eighteen hundred and eighty, as Senate Executive Document numbered one hundred and eleven, Forty-sixth Congress, second session, shall be, and the same are hereby, directed to be granted, released, and relinquished by the United States, in fee simple, to the respective owners of the equitable titles thereto, and to their respective heirs and assigns forever, as fully and completely, in every respect whatever, as could be done by patents issued therefor according to law.

"SEC. 2. That nothing contained in this act shall in any manner abridge, divest, impair, injure, or prejudice any valid right, title, or interest of any person or persons in or to any portion or part of the lands mentioned in said first section, the true intent of this act being to relinquish and abandon, grant, give, and concede any and all right, interest, and estate, in law or equity, which the United States is or is supposed to be entitled to in said lands, in favor of all persons, estates, firms, or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription, in the absence of the said interest and estate of the United States.

"SEC. 3. That the Department of the Interior shall cause patents to issue for such lands, and such patents shall issue in the name of the original claimant as appears in the list or schedule aforesaid, and when issued shall be held to be for the use and benefit of the true and lawful owners as provided in sections one and two of this act."

The patent of the United States covering the lands in question, and referred to in the third paragraph of plaintiff's petition, is as follows:

"The United States of America to all to whom these presents shall come, Greeting:

"Whereas, by the act of Congress approved February 10, A. D. one thousand eight hundred and ninety-seven, entitled 'An act to quiet title and possession with respect to certain unconfirmed and located private land claims in the State of Louisiana,' it is provided—

(Here follows in full the act of February 10, 1897, printed above.)

"And whereas, the private land claim of Anthony Corkran, appears in the list of claims embraced in the aforesaid Senate Executive Document numbered one hundred and eleven, and, therefore, stands confirmed and entitled (to a patent under the terms of the) act of Congress hereinbefore recited.

"And whereas, the aforesaid claim has been regularly surveyed as section forty-seven in township nine, south of range two west, in the southwestern district of Louisiana, containing five hundred and eighty acres and ninety hundredths of an acre as appears by the plat and descriptive notes thereof on file in the General Land Office of the United States duly approved by Charles F. Dickinson, U. S. surveyor general for the State of Louisiana, on the thirtieth day of October, one thousand eight hundred and ninety-seven, which said plat and descriptive note are herein inserted and made a part of these presents, and are in the words and figures following, to wit:

(For said plat and descriptive note, see Transcript of Record, pp. 111, 112.)

"Now know ye, that the United States of America, in consideration of the premises herein set forth, and in conformity

with the provisions contained in sections two and three of the aforesaid act of the tenth day of February one thousand and eight hundred and ninety-seven, has given and granted and by these presents does give and grant unto the said Anthony Corkran and to his heirs and assigns the tract of land embraced and described in the foregoing survey;

"To have and to hold the said tract of land with the appurtenances unto the said Anthony Cockran his heirs, assigns and successors in interest forever" (R., 110–113).

To this petition the various defendants filed pleas of estoppel by way of exception to the plaintiff's demands, asserting—

1. That the alleged corporation plaintiff has no legal or rightful existence under the laws of Louisiana, and is without right or capacity to sue or stand in judgment.

2. That the alleged corporation plaintiff was organized for the sole purpose of buying up the supposed rights of the numerous so-called heirs of Anthony Corkran to the lands in question, which had been in the possession of exceptors for many years, and had lately become valuable by reason of the discovery of oil thereon, and to carry on this lawsuit thereabouts, which suit the individual subscribers to the stock of said corporation are estopped to maintain in their own names or on their individual behalfs.

3. That the organizers and pretended stockholders of said alleged corporation plaintiff have leased and hold under leases certain parcels of the lands, title to which is attacked in this suit, by reason whereof such lessees are estopped from contesting defendants' title, and that said pretended corporation plaintiff is a mere sham and a fraud, having no other object than to evade the estoppel aforesaid; that one C. C. Duson, the promoter and prime organizer of the pretended corporation, was at one time sheriff and tax collector of the parish of St. Laudry, and as such tax collector he sold and adjudicated at a tax sale the very lands in controversy to one

of the authors of defendants, and that under the Louisiana law he is prohibited as an officer of court from dealing in litigious rights, and is also estopped from attacking, directly or indirectly, the deed which, as sheriff, he made and delivered.

4. That Messrs. Kenneth Baillio, Philip S. Pugh, and Hampden Story were attorneys practicing before the court, and some one or more of them had been or were then attorneys for Laurent Arnaudet in certain litigation, wherein the title now being attacked was set up, and they were thereby estopped from assisting in the organization of such a pretended corporation, which pretended corporation, except for the desire of Messrs. Duson, Baillio, Pugh, and Story, and of the various lessees above mentioned to avoid the estoppels in question, would never have been organized.

5. That none of the subscriptions to the stock of said pretended corporation were *bona fide*, no money having been paid or property having been exchanged therefor, as required by law, and therefore said pretended corporation should be treated as having no legal standing in law.

6. That the charter of said pretended corporation was invalid, for failure on the part of the incorporators to comply with the requirements of the laws of Louisiana with respect to the number of incorporators and the recording and advertising of said charter (R., 11–13).

Thereafter the principal defendants, Arnaudet, Latreille, Houssiere, and Fitzhugh, not waiving but reserving the benefits of the above exceptions, answered the plaintiff's petition and admitted that Anthony Cockran or Corkran claimed during his lifetime the land claimed by plaintiff, and further admitted that the land so claimed " was patented by the United States Government to Anthony Cockran and his heirs under and according to the provisions of the act of Congress of February 10, 1897, entitled 'An act to quiet title and possession with respect to certain located but uncon-

firmed private land claims in the State of Louisiana,'" and further admitted that said act of Congress was fully set forth in the preamble to the patent issued thereunder to Anthony Cockran and his heirs on the 2d day of November, 1897.

They further asserted that the true intent of said act of Congress under which the patent in question was issued is fully set forth in the second section thereof as follows:

"The true intent of this act being to relinquish and abandon, grant, give and concede any and all right, interest and estate in law and equity which the United States has, or is supposed to be entitled to in said land in favor of all persons, firms or corporations who would be the true and lawful owners of the same under the laws of Louisiana, including the laws of prescription, in the absence of all said interest and estate of the United States."

And that "under and by virtue of the law of Louisiana, all the right, title and interest of Anthony Corkran and his heirs in and to the land claimed by plaintiff, and patented as aforesaid to Anthony Cockran and his heirs, had been divested long prior to the issuance of the aforesaid patent, and was held in full and complete ownership long prior to the date of said patent by the authors of defendants, and by defendants, under valid and perfect titles, by and under the laws of Louisiana, including the laws of prescription."

Further, that the authors of defendants and defendants themselves had acquired by true and valid title all the right, title, and interest and estate at law or equity in the lands patented to Anthony Cockran and his heirs prior to the issuance of said patent under and by virtue of indefeasible alienation of said lands under the laws of Louisiana providing for the sale of all lands situate within its borders for non-payment of taxes and by mesne conveyances of said lands from the purchaser at such tax sale, all of which alienations or conveyances were translative of property; that said respective purchasers entered into pos-

session and exercised quietly, peaceably, and uninterruptedly all and every act of ownership from the time of their respective purchases and during their respective possession until the present time, and, further, that the unconfirmed but located private land claim in and to land so patented to Anthony Corkran and his heirs " was susceptible of taxation under the laws of Louisiana, and was properly assessed and sold for taxes;" that respondents' chain of title originated in a certain sale, on December 2, 1882, at the court-house door, of said properties for taxes, said properties being sold to satisfy the debt due the State of Louisiana for unpaid taxes assessed thereon for the year 1881 and through and by means of various mesne conveyances all the right, title, and interest of the purchaser at said tax sale have been translated and conveyed to the authors of respondents and respondents themselves; that since said tax sale the real estate in question has always been in possession of the purchaser at said tax sale and the authors of respondents and of respondents, and said lands have been occupied by the authors of respondents and respondents themselves as owners with undisturbed and quiet possession.

Respondents further pleaded in bar of the action and in support of their titles " the prescription of three, five, and ten years," and " that the prescription of three years established by article 233 of the Louisiana constitution of 1898 is a complete bar to this action."

Respondents further asserted that they had paid taxes upon said property during the time that it was in their possession amounting to some $200, and that they had placed upon said land valuable improvements amounting in the aggregate to upwards of $20,000 (R., 39–44, inclusive).

The record contains copies of many powers of attorney running to Pierre J. Pavy and to other persons, under and through which powers of attorney the interests of the many heirs-at-

law of Anthony Corkran purported to be transferred to the Corkran Oil and Development Company. These powers of attorney (see, *e. g.*, one signed by Martin M. Vincent—R., 202) authorized the person named therein as attorney "to demand, claim, sue for and recover" the lands described in plaintiff's petition in this suit, and "to institute and carry on to final judgment and execution all suits in any or all courts of this State or the United States" which might be necessary "for the recovery of said lands," and to do various other things incident to or necessary in connection with said suits. In consideration of the services to be rendered by said attorney, it is recited that the party signing the same agreed "to give, grant, assign and set over and deliver to my said agent and attorney-in-fact, and authorize him to retain and keep for himself the undivided one-half, part or share and interest in and to any and all lands which he may recover in pursuance of the powers herein granted, and a like part and share of any and all moneys or considerations recovered in the premises. It being the intent and purpose to vest him on recovery with the aforesaid share and interest in said lands and money in same manner and with same effect as I could do by a more formal transfer, it is understood, however, that my said agent and attorney shall himself pay all necessary expenses of abstracts, surveys, notarial deeds, attorney's fees and all other necessary expenses required to carry out the powers herein granted or incurred in the recovery of said lands."

On the trial of the exceptions, which were "tried separately and before going into the merits of the case" (R., 478), Oscar H. Terwilliger testified on behalf of the Corkran Oil and Development Company that he was the secretary of said company; that the company had no stock ledger or stock book; that such money as had been received on account of said corporation or subscriptions to its stock was noted in the books of Pavy & Terwilliger; that the money received "came from the original directors," and was called for and obtained as needed. The original directors were the orig-

inal incorporators, and the money received from them " was used for the incorporation and the expenses in securing the Corkran heirs." The money which had been expended by Pavy & Terwilliger in securing powers of attorney from the Corkran heirs was refunded to them in such manner (R., 75). No stock of said company has been issued (R., 79), and no one has as yet applied for a stock certificate (R., 80).

Pierre Pavy testified (R., 98) that he was one of the stockholders and a member of the board of directors of the Corkran Oil and Development Company and had been such since its organization; that the expense of procuring the powers of attorney was to be divided into four parts and was to be borne—Story & Pugh, one-quarter; W. W. Duson, one-quarter; Kenneth Baillio, one-quarter, and Pavy & Terwilliger, one-quarter; that for the money so advanced the parties were " to get one-half (½) of whatever we recover—we put up the expenses," whether the lands be recovered " by lawsuit, compromise or any other way " (R., 99). The charter of the Corkran Oil and Development Company provided for an issue of $300,000 of capital stock upon recovery of the land; of this amount " we will get one hundred thousand dollars of stock and the heirs one hundred thousand and the other one hundred thousand dollars will not be issued, but simply remain in the company, to be used, if necessary, for the benefit of the company. We as agents would take one hundred thousand in stock—that is our agreement with the Corkran heirs." As their agents they give us one hundred thousand dollars or one-half of what they are to get (R., 100).

The trial court found that:

"The testimony shows that the main purpose of the plaintiff company was to obtain not the title to this land from the heirs of Anthony Corkran, but rather to so shape itself as to be able to bring this suit to recover this land which the incorporators knew was in the possession of the defendants under some title, which they would have to overcome.

"Pavy & Terwilliger knew that this land was in the possession of the defendants; Story and Pugh knew it and so did C. C. Duson." * * * Mr. Pavy testifies that their original purpose was to hunt up the Corkran heirs, get their powers of attorney for which we were to get one-half of the property, after recovering it. * * * After consultation, the promoters concluded to organize into a corporation to bring this suit to recover this land. In fact, this suit is their stock in trade." * * *

"While the act of incorporation includes all the purposes and objects authorized by law for the creation of corporations, yet the law imposes certain essential conditions upon those who seek to form a corporation; and in this case, the charter does not specify the number of shares held by each stockholder; and the act of incorporation was not deposited with the secretary of state as required by law." (See act No. 59 of 1898.)

"The printed copy of the charter offered in evidence fails to disclose the number of shares held by each stockholder" (R., 478); the alleged subscription to stock "is not signed before the notary or witnesses, at any rate is not certified to by any officer. The evidence further shows that no stock has been issued."

Although holding for the above, among other reasons, that there was merit in the exception, the trial judge thought "it preferable to decide the case upon the merits" (R., 479).

Upon the merits, the trial court found that:

"The defendants claim title to the land in controversy through Henry Gellert, who purchased the land at a tax sale in 1882 for taxes assessed against said lands in the name of *Anthony Corkran or his heirs*. Defendants further plead the prescription of three, five and ten years and the constitutional prescription of art. 233, Const. 1898.

"It is contended that this land was not subject to taxation prior to the year 1897 because said land formed a part of the public domain and was not segregated therefrom prior to February 10, 1897. The evidence shows that in 1816 Joseph Aborn, deputy United States surveyor, acting under instructions from the principal deputy surveyor of the western district State of Louisiana, surveyed the private land claim of Anthony Corkran in tp. 9 S. of R. 2 W. This survey was

approved May 21st, 1817, by Gideon Fritz, principal deputy surveyor, western district, Louisiana."

The lands were resurveyed in 1874 by P. A. Thibodeaux, deputy United States surveyor, under instructions, and said survey was approved April 28, 1875, the land involved in the two surveys being the same.

"In 1882 Henry Gellert purchased the land at a tax sale. He went into possession, improved it, cultivated it, used the timber on it for fencing and other purposes. In November, 1892, some of the defendants herein moved upon this land, made application for homestead entries thereon. Henry Gellert instituted a possessory action against these defendants. There was a judgment in favor of Gellert in the district court, which judgment was affirmed by the court of appeals, 3rd circuit. Subsequently the homestead entries made by these defendants were canceled by the register and receiver of the United States land office at New Orleans" (R., 479).

On appeal to the Commissioner of the General Land Office from the order of the register and receiver at New Orleans canceling said homestead entries, that official in his opinion affirming the action of the local officers said:

"I find on file here a plat of survey of said township approved in 1817 and afterwards again after some additional surveying approved in 1830. * * * I also find on file here a plat of the resurvey of said township approved in 1875. Sec. 47 of this resurvey is not subdivided, but is reported as containing 580.90 acres and as being claimed by Anthony Corkran—no confirmation. In response to Senate resolution of December 2, 1879, the honorable, the Secretary of the Interior forwarded March 8, 1880, to the President of the Senate a report made February 19, 1880, by the United States surveyor general of Louisiana on located but unconfirmed private land claims in said State. The Corkran claim is included in this report. This report is printed as Senate Ex. Doc. No. 111,—46th Congress,—2nd session."

"Prior to this report this office had called the attention of Congress to the anomalous condition of these claims. This office in its report of 1877 in speaking of these claims used this language—namely—'Practically the United States can

make no disposition of the land covered by these claims, and they would not if they could. There are in Louisiana about 288 claims in a similar condition to the Corkran claim. These claims cover about 80,000 acres of land embracing in their limits valuable plantations and farms and have long since been surveyed and represented on the township plat.'

"Following the policy adopted by this Government, namely that the lands embraced by these claims are not public lands in a sense that makes them subject to disposition under the general land laws of the United States and being of opinion that it is my duty to await the future direction of Congress in reference to the disposition of the lands in question and there appearing no good or sufficient reason for my making an exception in the matter of said applications to enter the land surveyed for Corkran, I have therefore affirmed your action in each of the cases."

"It follows that Anthony Corkran prior to 1816 claimed a tract of land in Lower Mamou on the west bank of Bayou des Cannes, that the principal deputy surveyor for the western district of Louisiana ordered the survey of the claim; the land was in fact surveyed, and the survey approved. Following this the land was resurveyed under the authority of P. A. Thibodeaux, deputy surveyor" (R., 480), "and his survey was approved. The township map T. 9 S., R. 2 W. shows the different private claims, among others that of Anthony Corkran—no confirmation found for sec. 47—certified to as being correct as far back as April 26, 1875."

* * *

"The act of Congress (February 10, 1897) is in fact but a quitclaim, a relinquishment or abandonment by the Government of whatever rights it had or may have had to the land in favor of *qui de doit*. It limits all parties in interest to the courts of Louisiana, the matter to be determined by the laws of Louisiana." * * * (R., 481.)

"The Government practically and substantially never claimed this land as belonging to it and as forming part of the public domain.

"I am, therefore, of opinion and hold that the land in controversy was subject to taxation and sale for non-payment of taxes.

"The plaintiff company did not attack by direct action the tax sale made of this property in 1882, under which the

defendants have held actual corporeal possession since that time." * * *

"It filed no pleadings after the defendants had set up the tax sale of 1882 as the original source of their title, nor did it introduce evidence to break the force and effect of the tax deed" * * * (R., 482).

"In this case it was shown that the land in controversy was the only land claimed by Anthony Corkran in Lower Mamou on the Bayou des Cannes in township nine, south of range two west and it was assessed and sold as the land of Anthony Cockran or his heirs; the township map showed the claim and it was known as the Anthony Cockran claim. All property in this State independent of the question as to who is the owner of this particular property is subject to taxation and expropriation for the purpose of carrying on the State government, though the State recognizes the individual rights of parties in property and has sought to prevent their divestiture in various ways." * * *

"Plaintiff company is seeking to enforce a neglected and apparently abandoned right to the ownership and possession of property to the prejudice of parties who have been in possession of it for nearly 20 years."

"The plaintiff company occupies *quoad* the State and the parties holding under the State's title the status of an unknown owner, re-appearing to assert neglected, abandoned rights to the prejudice of parties holding titles acquired from the State and holding actual possession under them. Plaintiff's claim is without equity. It cannot oust the defendants from property which they have bought, paid for and improved, while its transferrees (transferrers) have stood in the background until values have arisen, to which they have contributed nothing" (R., 483).

"The defendants are protected by the prescription of three years provided in article 233, Constitution of 1898, as well as the prescription of three and five years pleaded" (R., 484).

On appeal the supreme court of Louisiana, in an opinion by Chief Justice Nicholls, who spoke for an unanimous court, after stating the case, said:

"The district court found that the defendants and their authors had been as a fact in the actual possession as owners

of the property claimed by the plaintiff, for over ten years and that the conditions and circumstances under which this possession was held *was* such as to fix the title of the property in the defendants by the prescription *acquirendi causa* of ten years—even if it had not been otherwise sustainable."

"The court further found that the title of the defendants was protected from attack by the plaintiff by reason of the prescription of three years provided for in article 233 of the constitution of 1898. Appellants urge that the court erred on both points." * * *

"We are of opinion that the judgment appealed from on the merits is correct and that therefore there is no necessity for reviewing the action of the court in respect to the exception filed by the defendant." * * * (R., 534.)

After setting out the act of February 10, 1897, in full (R., 534, 535), the court found as facts that under this act a patent issued on November 22, 1897, to Anthony Corkran and his heirs and assigns for the lands in controversy in this suit; that there is not in the record any previous application for the land or entry thereof by Anthony Corkran, but the records of the Land Department show that in 1816 the land was surveyed by Deputy United States Surveyor Aborn, by virtue of "an order from the principal deputy surveyor of the western district, State of Louisiana, and in conformity with a certificate, B No. 1151, from the board of commissioners of the said western district" for Anthony Corkran; that this map and *procés verbal* were approved May 21, 1817, by Gideon Fritz, principal deputy surveyor; that the land was again surveyed in 1875 by P. A. Thibodaux, deputy surveyor, and across his map is written "Claimed by Anthony Corkran—no confirmation found;" that on December 27, 1882, the tax collector of the parish of St. Landry executed a deed in favor of Henry Gellert, which was recorded on the same day in the conveyance book of that parish, reciting that on the 2d day of December, 1882, he had adjudicated to said Gellert at public sale (R., 535) the land in controversy," being the property of Anthony Corkran or his heirs,

as per assessment-roll of the State of Louisiana of the year 1881, to satisfy a debt due the said State for the unpaid taxes" for said year; "the present defendants are admittedly in possession of the land patented to Anthony Corcoran or his heirs."

After stating facts, as above, and reciting that the plaintiff, claiming as the assignee or vendee of the heirs of *Corcoran*, contends that the land so patented "was not subject to State taxation prior to the year 1897, as until that date the land was not segregated from the public domain, but belonged to the United States, and * * * therefore any sale made by the State of Louisiana in enforcement of taxes alleged to be due to it was an absolute nullity," and "that no prescription could run in favor of the tax purchaser because of the original character of the defect in the title, and, further, because no prescription could run against the United States," the supreme court upon such point quotes *in extenso* and with approval the findings of the district court, and the reasons of said court for its judgment, concluding with the sentence: "I am, therefore, of opinion and hold that the land in controversy was subject to taxation and sale for nonpayment of taxes" (R., 536–539).

Quoting from the contentions of the appellant, The Corkran Oil and Development Company, to the effect that when the sale of the land in contest was made for taxes in 1882 the property purporting to be conveyed was the property of the Government and was therefore exempt from taxation by both State and Federal law, and that, if sold, the pretended tax sale was absolutely void and could convey no right or title to the tax purchaser, the supreme court held that the arguments of the plaintiff that Corkran and his heirs were without right of any kind in the land in controversy would leave the Government, so far as they were concerned, free to make such disposition of said land as it might think proper, for the result of such argument would

be to throw them out of court for want of interest in the subject-matter, their rights resting exclusively upon the Government's acts. Should that be set aside their present pretensions would be left utterly without any foundation. (Succession of Monette, 26 An., 26.) (R., 540, 541.)

"If Corcoran or his heirs had no 'claim' of character such as could be enforced or legally entitled to have been recognized, the Government could impose such condition to the voluntary recognition of the same as it thought proper and the parties claiming under the act of recognition would be forced to accept them or nothing.

"There is no one before the court claiming rights under the Government adverse to the rights acquired by parties under the Government, and whatever rights the Government itself might have had or grounds for objection, it had expressly renounced and waived not only in favor and behalf of Anthony Corcoran or his heirs but of any other person who would have had legal rights had the Government itself had none when those rights attached. This renunciation or waiver could as legally and properly have been made by the Government in behalf and in favor of this class of persons as it could have been made in favor of the Corcoran heirs, and that this renunciation and waiver was intended to cover and protect the rights of the latter class appears on the face of the act of Congress. * * *

"Grant that the act of Congress was an original grant to the Corcoran heirs as of date of its passage, it was none the less a grant, coupled with conditions and charges in favor of third parties and the Corcoran heirs were forced to accept the grant with the conditions attached—they could not accept it as far as it might be favorable to them and repudiate its effects as to other parties." * * * "There are no persons claiming adverse rights and the Government having expressly renounced and waived her own, plaintiff cannot through her urge them" (R., 542).

Aware of the provisions of article 233 of the constitution of 1898 as to the prescription of three years barring an action seeking to annul a tax title, counsel have brought a direct petitory action against the defendants and are in actual possession of the property which they claim.

The defendants in answer to the plaintiff's action pleaded the general issue, and "that they and their authors had been in the actual corporeal possession of the property claimed as owners under the conditions required for acquiring the same, by the prescription of ten years; they also pleaded in bar of plaintiff's action the prescription provided for by article 233 of the constitution of 1898."

"On the trial of the case defendants established that they and their authors had been in possession as they had alleged;" (R., 543). * * *

"Defendants evidently relied in their pleadings and proof upon article 233 of the constitution, (and) upon the strength of the defensive position which they would hold when they should have shown an actual corporeal possession of the property claimed by themselves and their authors for nineteen or twenty years as owners and have traced their rights back to a tax sale."

* * * "Defendants do not plead prescription against the petitory but upon an incidentally raised action of nullity. The sale referred to was strictly a sale for taxes; the property was proceeded against as property belonging to Anthony Corcoran or his heirs and as matters have now shaped themselves, it must be taken to have belonged to them at the time of the sale. The defendants and their authors not only had corporeal possession extended prior to 1898, but it (extended) before the institution of this suit for three years after the adoption of the constitution of 1898 so that this possession was itself protected permanently from attack by plaintiffs by article 233, independently of the merits of the tax title * * * even had the property at the time of the tax sale not been segregated from the public domain, and even though their title to the property had been void. * * * This permanent protection to possession is equivalent to legal ownership. See Pillow *v.* Roberts, 13 Howard, 472–772, where defendant had taken possession of the land in question, under a tax deed *void because the land belonged to the United States and was not subject to taxation*, but continued in uninterrupted possession under his tax deed for more than ten years after plaintiff procured his title, it was held that although defendant's color of title *began* while the Government *yet held the land* yet his possession

thereafter was continued for more than ten years after plaintiff acquired his title" [and] "plaintiff's right of action to recover the land was barred by the statute of limitations, though the statute would not have run against the Government had the title remained in it. * * * Plaintiffs had certainly the right even on their own theory to attack defendants' tax title after Feb'y, 1897, having failed to institute their proceeding within the three years from the date of the adoption of the constitution their right of action was forever barred. (*In re* Lockhard, 109 La., 739.)

"We think the defendants have sustained their defense under both prescriptions invoked,—that of ten years *acquirendi causa* and that of three years under article 233 of the constitution."

ARGUMENT.

The record in this cause does not present any Federal question which is subject to review here. Neither in the district court nor on appeal in the State supreme court was there drawn in question the validity of a treaty or statute of or an authority exercised under the United States, nor was there drawn in question the validity of a statute of or an authority exercised under the State on the ground that it was repugnant to the Constitution, treaties, or laws of the United States; nor was the decision of either of the State courts against any title, right, privilege, or exemption specially set up or claimed under any clause of the Constitution, or any treaty, statute, or commission of the United States.

If it be asserted that the plaintiffs specially set up and claimed title to the lands in controversy under the act of Congress of February 10, 1897, and that such claim of title was denied, it would seem to be a sufficient repudiation of such assertion to refer to the very words of the opinion of the supreme court of Louisiana wherein the court, first admitting for the sake of argument that "the act of Congress was an original grant to the Corcoran heirs as of date of its passage." next declares the obvious fact that

"it was none the less a grant, coupled with conditions and charges in favor of third parties and the Corcoran heirs were forced to accept the grant with the conditions attached—they could not accept it as far as it might be favorable to them and repudiate its effects as to other parties * * * There are no persons claiming adverse rights and the Government having expressly renounced and waived her own, plaintiff cannot through her urge them" (R., 542) and then rested its conclusion upon the following summary of the entire matter:

"The issue between the parties finally took the shape of an attack made by the plaintiff out of possession of certain property, upon defendants in the actual possession of the same, and justifying their possession by tracing the origin of such possession back to a tax sale. * * * The defendants and their authors not only had corporeal possession extended prior to 1898, but it (extended) before the institution of this suit for three years after the adoption of the constitution of 1898, so that this possession was itself protected permanently from attack by plaintiffs by article 233 (of the constitution of 1898), independently of the merits of the tax title *even had the property at the time of the tax sale not been segregated from the public domain, and even though their title to the property had been void.* This permanent protection to possession is equivalent to legal ownership" (R., 545).

"Plaintiffs had certainly the right even on their own theory to attack defendants' tax title after February, 1897; having failed to institute their proceedings within the three years from the date of the adoption of the constitution their right of action was forever barred.

"We think the defendants have sustained their defense under both of the prescriptions invoked, that of ten years *acquirendi cause* and that of three years under article 233 of the constitution. The judgment appealed from is correct and it is hereby affirmed." (R., 546).

It is not true, as asserted in the brief of plaintiff in error, that both plaintiff and defendants claim the property in dispute by virtue of the provisions of the act of Congress of February 10, 1897.

The defendant, as against the alleged corporation plain-

tiff, claims no right of property whatever in the described lands under the provisions of said act. They assert their right to maintain their possession and to be considered the true and lawful owners thereof solely under and by virtue of the laws of Louisiana, "including the laws of prescription" of that State, such claim of ownership and right of possession being particularly founded upon the tax sale to Gellert in 1882, permanently protected as it was by article 233 of the State constitution of 1898, which, in so far as it is applicable here, is as follows:

"No sale of property for taxes shall be set aside for any cause, except on proof of dual assessment, or of payment of the taxes for which the property was sold prior to the date of sale, unless the proceeding to annul is instituted * * * within three years from the adoption of the constitution, as to sales already made." * * *

The supreme court of Louisiana found that the defendants and their authors since 1882 had been in quiet, peaceable possession of the property in question under a tax title, the validity of which had not been impeached by any direct proceeding; that more than three years had elapsed before the institution of the present action, both since the passage of the act of February 10, 1897, and the issuance of patent (November 22, 1897) thereunder to Anthony Corkran, his heirs, assigns, and successors in interest, and that at any time within three years after either of said dates the plaintiff or its authors might have instituted suit against defendants had it elected to do so. Upon these facts it held that the prescribed period having elapsed without suit having been brought, article 233 of the State constitution guaranteed to defendants the permanency of their possession, and that such guaranteed permanency of possession was equivalent under the State law to a legal title. This was the real and indisputable ground upon which the judgment of the State court rested. Whether the conclusion

reached was correct depends entirely upon the proper construction and application of the provisions of the State constitution to the facts found. It does not in anywise depend upon the Constitution or laws or authority of the United States. A writ of error to review such a judgment will not lie.

Chapman *vs.* Crane, adm'r, 123 U. S., 540.
Wells *vs.* Goodnow's Adm'r, 150 U. S., 84.

Where the decision of the State supreme court rests on an independent ground of law, not involving any Federal question, this court has no jurisdiction.

N. O. Water Works Co. *vs.* Louisiana S. R. Co., 125 U. S., 18.

The ground of the decision in the State courts was independent of any claim of right under the statute of 1897, and its adjudication involved no Federal question. Under the authority of

Eustis *vs.* Bolles, 150 U. S., 361;
Carothers *vs.* Mayer, 164 U. S., 325;
Moran *vs.* Horsky, 178 U. S., 205;

the writ of error in this case must be dismissed.

If the accident that either one or both of the parties to the controversy claimed title under the United States was to be considered as sufficient to bring it within the jurisdiction of this court, then every controversy involving the title to such lands, whether it involved merely the inheritance, partition, devise, or sale of it, would with equal propriety be subject to examination by this court.

Moreland *vs.* Page, 20 How., 522, 523.

In Carpenter *vs.* Williams, 9 Wall., 785, 786, Mr. Justice Miller, speaking for the court, said:

"It is a mistake to suppose that every suit for real estate, in which the parties claiming under the Federal Govern-

ment are at issue as to which of them is entitled to the benefit of that title, necessarily raises a question of Federal cognizance. If this were so, the title to all the vast domain, once vested in the United States, could be brought from the State courts to this tribunal."

In Martin *vs.* Marks (97 U. S., 345, 348), which came before this court on writ of error to the supreme court of Louisiana to review the judgment of that court in an action like unto that at bar, and wherein one of the parties asserted title to the lands in controversy under the Federal swamp-land act of September 28, 1850, the same learned justice said that the question whether a certain swamp-land selection list had been filed in the General Land Office at Washington prior to the passage of the confirmatory act of March 3, 1857, was "not of that Federal character which authorizes us to review the decision of the supreme court of Louisiana upon it."

The mere averment of the existence of a Federal question is not sufficient to give this court jurisdiction; a real and not a fictitious Federal question is essential to give this court jurisdiction over the judgment of State courts, and when it appears that the alleged Federal question upon which jurisdiction is invoked is wholly without foundation the writ of error will be dismissed.

Sawyer *vs.* Piper, 189 U. S., 154, 156, 157.

The attempt to assert a Federal question for the first time in a petition for rehearing is too late unless it appears that the court entertained the petition and disposed of the question.

Fullerton *vs.* Texas, 196 U. S., 192.

In the case at bar the petition for rehearing was refused by the supreme court of the State without any discussion of the Federal question sought to be raised thereby (R., 552).

Apart from the foregoing considerations, the plaintiff in error ought not to receive favorable consideration in this court. Its sole interest in the lands in controversy grows out of champertous agreements, which are contrary to public policy, unlawful, and void.

While the judgment of the supreme court of the State did not turn upon this point, the proof concerning it is indisputable. This court will not be astute to maintain a writ of error in such a case.

Peck *vs.* Heurich, 167 U. S., 624, 630, 632.

The writ of error herein should be dismissed.

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